

AS-NEEDED ENVIRONMENTAL SERVICES  
FOR  
WATER RESOURCES CORE SERVICE AREA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 29 day of January, 2018.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of  
California, hereinafter referred to as County,

AND

PSOMAS,  
a California Corporation,  
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means collectively the County of Los Angeles, acting for itself and acting on behalf of the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles; and includes acting as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Attachment 1. Consultant's proposal, Request for Proposals – RFP No. AED7740082, and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

### 3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant **a maximum not to exceed fee of Five Million Eight Hundred Eighteen Thousand Dollars (\$5,818,000)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as **Attachment 3**. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, **Attachment 1**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial not-to-exceed contract amount may be supplemented by up to twenty-five percent (**25%**) of the original contract amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's Schedule of Prices attached to this Agreement as **Attachment 3**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

#### 4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

#### 5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

#### 6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

#### 7. Term

- a. The term of this Agreement shall be for a period of **three (3)** years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for **one (1)** additional one-year term, not to exceed a total contract period of **four (4)** years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.

- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

#### 8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

#### 9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

#### 10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

#### 11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### 12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies

for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

#### 15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect

financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.



Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice

which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such

documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies

provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the such circumstances a reasonable estimate of the minimum value of the costs of such damages per infraction is Five Hundred Dollars (\$500) per day, plus any regulatory fines imposed on the County resulting from the deficiencies, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days' notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

### 33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.



- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Public Works or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works  
Business Relations and Contracts Division  
900 South Fremont Avenue, 8th Floor  
Alhambra, CA 91803  
(626) 300-2330

CONSULTANT

Psomas  
225 S. Lake Ave, Suite 1000  
Pasadena, CA 91101  
(626) 351-2000

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and

patents, in and to the County Materials.

- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

#### 42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way

intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- i. The Consultant shall develop all publicity material in a professional manner; and
  - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
- A description of the work to be performed by the Subconsultant;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works  
Business Relations and Contracts Division  
900 South Fremont Avenue, 8th Floor  
Alhambra, CA 91803  
(626) 300-2330

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be

grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
  - Consultant has materially breached this Contract; or
  - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Consultant fails to demonstrate a high probability of timely fulfillment of



performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

### a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of*

*the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."*

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization:

When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project.

The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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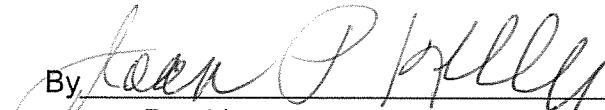
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

PSOMAS

By   
Deputy Director  
Department of Public Works

By   
Vice President

By   
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy County Counsel



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

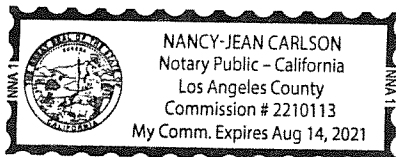
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Los Angeles )  
 On December 12, 2017 before me, Nancy-Jean Carlson,  
 Date Here (Insert Name and Title of the Officer)  
 personally appeared JOAN PATRONITE Kelly  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On December 12, 2017 before me, Nancy Jean Carlson  
(insert name and title of the officer)

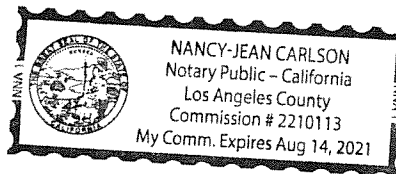
personally appeared Debra Lambek,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



AS-NEEDED ENVIRONMENTAL SERVICES  
FOR  
WATER RESOURCES CORE SERVICE AREA

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated May 8, 2017, all Notice to Proposers, and the Consultant's proposal dated May 22, 2017, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed environmental services for Water Resources Core Service Area. The work shall include, but not be limited to, the following:

**SCOPE OF SERVICES**

The County of Los Angeles (County), the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles (collectively as County) desire to engage consultants who will utilize in-house personnel and subcontractors who have skilled experience and expertise with project management of highly publicized projects and who will provide a proficient level of quality assurance and quality control (QA/QC). The Consultant must meet County's deadlines for report submittals, because County has submittal deadlines that are specified in their permits and agreements with the regulatory agencies. Non-adherence to these regulatory agencies' deadlines can lead to permit/agreement violations and penalties by the regulatory agencies.

The County is seeking quality consulting firms with experience in: native habitat preservation, restoration and creation, environmental document preparation, environmental permitting, permit compliance, environmental planning, surveying of biological, ecological, cultural and other environmental resources, monitoring, reporting, consultation, conducting feasibility studies, water quality, soil, air quality/climate change, and noise analysis, re-vegetation, arborists and landscape managing, vector, pest, and aquatic spraying, working with habitat conservation agencies handling southern California native and exotic biological resources, landscaping with southern California native species, handling and management of southern California cultural/tribal resources, and public relations.

The scope of services requested on this contract is listed below. Consultant shall provide all labor and personnel certifications/licenses, materials, equipment, storage, and disposal necessary to complete the Tasks a through f below. In particular, Consultants shall include in their project teams in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to:

## ATTACHMENT 1

- Survey for and physically handle sensitive species that do or potentially inhabit maintenance and project sites in Los Angeles County, including but not limited to the arroyo toad (*Anaxyrus californicus*), coastal California gnatcatcher (*Polioptila californica californica*), and southwestern willow flycatcher (*Empidonax traillii extimus*).
- Undertake pest, vector, and aquatic species control and landscaping associated with native habitat preservation, restoration, and creation.

It is highly desirable to include in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to survey for and physically handle sensitive fish species that do or potentially inhabit project sites in Los Angeles County, including, but not limited to, the Santa Ana sucker (*Catostomus santaanae*) and unarmored threespine stickleback (*Gasterosteus aculeatus williamsonii*).

Also, the Consultant should have in-house personnel sufficient to fully perform at least one of the categories of services specified in Sections a, b, c, and d in this Exhibit.

The Consultant shall provide a supervisor/administrator with at least 7 years, preferably 20 years or more, of experience involved with providing the Scope of Services herein for projects in Southern California. The Consultant's designated supervisor/administrator shall be directly employed by the Consultant. The Consultant's designated supervisor/administrator shall have strong coordination and negotiating skills, and a strong commitment to advocate, as legally allowable, for the best interests of the County.

### **a. Environmental Documentation Services**

Prepare on behalf of the County environmental documents, including but not limited to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents, as necessitated by the specific project scope, master plan or program, including but not limited to: environmental planning; field resource services and activities (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); biological and water quality monitoring; literature and electronic database reviews; initial studies; technical studies (e.g. air quality, traffic, noise, climate change, geotechnical, hydrology, water quality, aesthetics, etc.); feasibility studies, including biological technical assessments, hydraulic technical analysis; documentation; public meetings; and publications. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience in Federal and State laws, rules and regulations regarding air quality, biological resources, water quality, and cultural resources in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. These

senior and expert personnel shall be thorough in their analyses and possess, and preferably have a proven track record of, strong skills in successfully preparing responses or responding on behalf of the County to comments from contentious stakeholders. Consultants must be able to support and defend all information they provide as part of the environmental documentation. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

**b. Regulatory Permit Services**

Assist the County in their procurement of regulatory permits, as necessitated by specific project scope, master plan, or program, including but not limited to: preparation of permit applications; providing field resource services, activities and reports (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); preparing impact analyses and reports; performing specialized studies (e.g. hydrology, feasibility studies, hydraulics and risk assessments, water quality assessments, biological technical assessments, sediment transport, geomorphology, etc.) and reports; performing jurisdictional assessments and reports; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of strong negotiating skills for interacting with the regulatory agencies, and a strong commitment to advocate, as legally allowable, for the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

**c. Environmental Permit Compliance Services**

Assist the County in their compliance with environmental conditions specified by all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: conducting pre-construction surveys and preparing reports; conducting sensitive species protection planning including nesting bird surveys and management, species relocation, plan implementation, monitoring and reporting; conducting best management practice and exclusion device installation and maintenance; conducting air quality, biological, aquatic species and vector control, cultural/tribal/archeological, water quality monitoring;

environmental documentation, monitoring and reporting (e.g., air quality, biological, cultural/ tribal/archeological, water quality) of construction activities; post-construction environmental documentation, monitoring, and reporting (e.g., air quality, biological, cultural/tribal/archeological, water quality); and participating in regulatory agency and/or public communication, meetings, and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

**d. Mitigation**

Assist the County in their compliance with environmental mitigation measures established on all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: preparing mitigation plans and success criteria; working with third party and state/federal habitat conservancies to find, negotiate, and purchase mitigation opportunities; conducting habitat preservation, creation and restoration planning, site preparation, seeding, planting, irrigation, plant and site protection (e.g., caging, fencing), in-stream silt removal/gravel replacement, maintenance, and monitoring; conducting vegetation removal planning, implementation, disposal, maintenance, and monitoring; preparing mitigation documentation and reporting; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds, and Federal and State agencies' laws, rules, regulations, guidelines and policies

regarding compensatory mitigation and habitat restoration in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall have sufficient expertise to seamlessly maintain continuity on ongoing mitigation projects, including but not limited to those that started prior to this contract with the Consultant. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

**e. Community Outreach and Public Relations**

Assist the County with community outreach and public relations as necessitated by a specific project scope, master plan or program. The goals of the effort are to: engage, involve, inform, and educate the wide range of stakeholders (e.g., community members, activists, regulators, elected officials, the media) about the purpose, scope, concepts, environmental issues or other technical issues of the project/master plan/program; and build trust and credibility with the stakeholders for the project/master plan/program. The Consultant's tasks may include but not be limited to: defining the nature, scope, expected and actual output of public participation activities; developing public participation plans and promotions; arranging for and handling the logistics of community meetings (e.g., identifying and securing meeting venues, audio/visual equipment, tables and chairs; making and posting signs; providing refreshments; signing in meeting attendees; facilitating meetings); preparing public outreach materials (e.g., fact sheets, e-newsletters, pamphlets, press releases, advertisements, public notices, flyers); and preparing meeting summaries and responses to questions. Maintaining and enhancing stakeholder trust and credibility with them will be critical to the success of these projects, master plans and programs, since they will likely undergo close scrutiny. The Consultant shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, and a proven track record of experience with controversial public agency projects in Southern California; responding to stakeholders' misconceptions of projects and their impacts; and responding to potentially disruptive stakeholder actions or behaviors. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, a strong commitment in representing the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

**f. Water Quality Monitoring**

Assist the County in their compliance with water quality regulations and permits, as necessitated by drinking water, stormwater, and wastewater requirements, including but not limited to: water quality monitoring, sampling, testing, and reporting; identification of water testing laboratories sufficient to meet the testing requirements; and coordination with the water testing laboratories regarding water quality analyses, monitoring, and reporting. Consultants shall be capable of providing these services through the use of their staff, subcontractors, and/or laboratories. Reporting of water quality analytical results and QA/QC data to comply with the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. CAS004001 shall be done in California Environmental Data Exchange Network (CEDEN) electronic format in accordance with 40 CFR Part 122.41 and the County's NPDES MS4 Permit, Section XIV —Standard Monitoring and Reporting Provisions of Attachment E, located at:

[https://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/municipal/los\\_angeles\\_ms4/2016/R4-2012-0175-Att\\_E\\_amended.pdf](https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/los_angeles_ms4/2016/R4-2012-0175-Att_E_amended.pdf)

The Consultant shall identify laboratories that can be utilized for water quality analysis based on drinking water, stormwater, and wastewater standards. A list of key constituents frequently analyzed is included (Exhibit B). Public Works makes no guarantee of the completeness of the list. These laboratories shall meet the following requirements:

- Environmental Laboratory Accreditation Program (ELAP) certification.
- Drinking Water: All analyses shall be required to be conducted in accordance with Title 22 of the California Code of Regulations for Domestic Water Quality and Monitoring Regulations [CCR Title 22, Section 64400], Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors [CCR Title 22, Section 64530], California Waterworks Standards [CCR Title 22, Section 645511, and Lead and Copper Monitoring [CCR Title 22, Section 64670].
- Stormwater: Analyses requirements are included in the NPDES MS4 Permit No. CAS004001, Monitoring and Reporting Program No. CI-6948 for Order R4-2012-0175, Attachment E, Section XIV —Standard Monitoring and Reporting Provisions. Some key highlights are indicated below:
  - All analyses must be conducted according to test procedures approved under 40 CFR Part 136 for the analysis of pollutants, unless other test procedures are required under 40 CFR subchapter N or O.
  - Analyses shall be conducted by a laboratory that has participated in, or is committed to participating in "Intercalibration Studies" for storm



## ATTACHMENT 1

water pollutant analysis conducted by the Stormwater Monitoring Coalition (Stormwater Monitoring Coalition Laboratory Document, Technical Report 420 (2014).

- Water Column Toxicity testing shall be conducted in accordance with the State Water Resources Control Board's Policy for Toxicity Assessment and Control, and as indicated in NPDES MS4 Permit No. CAS004001, Attachment E, Section XII - Aquatic Toxicity Monitoring Methods.
- Wastewater: All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" [40 CFR Part 136] promulgated by the U.S. Environmental Protection Agency. [CCR Title 23, Section 2230].

Note: Requirements can be met by a single laboratory or a combination of laboratories identified in the proposal.

### **DELIVERABLES**

Deliverables will vary and will be determined by Public Works for each project.

### **SCHEDULE**

Work shall be performed on an as-needed basis. Specified services required for a project will be assigned to the Consultant through the issuance of Task Orders on an as-needed basis.

When specified services are needed, the County will request the Consultant (through Task Orders) to prepare a work plan, a list of the tasks/deliverables, project team components, project schedule and a cost estimate of the task order for the County to review and approve. No work will proceed until a Notice to Proceed is issued by the County for each task order. No optional tasks will be conducted without prior approval from the County.

## **COMPENSATION**

The Consultant's total basic service fee shall not exceed \$5,818,000. The Consultant shall submit monthly invoices for review and approval by the County. The Consultant shall be compensated monthly, based on work completed or certain milestone completion date and approval by the County. *Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. County Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Mileage is not reimbursable, unless pre-approved in writing by County.*

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Prices (**ATTACHMENT 3**). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3e of this Contract.

- *Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal.*
- *Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract; or,*
- *If California Department of Fish and Wildlife or any of the other regulatory agencies whom the County must obtain permits from, determines the selected employees or subconsultants to be unqualified to provide the services covered under this Contract.*
- *Consultant must have prior written permission from Public Works to use any subconsultants or staff not included in Consultant's original proposal.*

Invoices shall conform to Public Works' Invoicing Instructions.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Any related-work requested but not listed under the Scope of Services or the Schedule of Prices shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved in writing by the County.

**INDEMNIFICATION AND INSURANCE PROVISIONS****I. INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

**A. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**Schedule of Prices**  
**Los Angeles County Department of Public Works**  
**Water Resources Core Service Area**  
**As-Needed Environmental Services Contract**  
**12.7.2017**

**PSOMAS**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	247.00
QA/QC Manager	247.00
Technical Specialist Manager	230.00
Senior Project Manager	200.00
Project Manager	184.00
Principal Engineer/Environmental Planner	240.00
Senior Engineer/Environmental Planner	200.00
Engineer/Environmental Planner	142.00
Associate Engineer/Environmental Planner	122.00
Assistant Engineer/Environmental Planner	115.00
Principal Biologist/Wildlife Biologist/Botanist	200.00
Senior Biologist/Wildlife Biologist/Botanist	150.00
Biologist/Wildlife Biologist/Botanist	131.00
Associate Biologist/Wildlife Biologist/Botanist	116.00
Assistant Biologist/Wildlife Biologist/Botanist	110.00
Biological Field Monitor	100.00
Principal Ecologist/Restoration Ecologist	185.00
Senior Ecologist/Restoration Ecologist	152.00
Ecologist/ Restoration Ecologist	125.00
Associate Ecologist/Restoration Ecologist	116.00
Assistant Ecologist/Restoration Ecologist	110.00
Senior Cultural Resources Specialist/Manager	170.00
Cultural Resources Specialist/Manager	150.00
Associate Cultural Resources Specialist	125.00
Assistant Cultural Resources Specialist	115.00
Principal Archaeologist/Paleontologist	190.00
Senior Archaeologist/Paleontologist	140.00
Archaeologist/Paleontologist	115.00
Associate Archaeologist/Paleontologist	110.00
Assistant Archaeologist/Paleontologist	105.00
Archaeo/Paleo Field Monitor	100.00
Senior Regulatory Permitting Specialist	200.00
Regulatory Permitting Specialist	152.00
Associate Regulatory Permitting Specialist	116.00
Principal Air/Noise Specialist	205.00
Senior Air/Noise Specialist	180.00
Air/Noise Specialist	150.00



**PSOMAS (Cont.)**

<b>Title</b>	<b>Rate</b>
Associate Air/Noise Specialist	122.00
Assistant Air/Noise Specialist	115.00
Principal Hydrology Engineer/Scientist	235.00
Senior Hydrologist/Water Quality Specialist	185.00
Hydrologist/Water Quality Specialist	150.00
Associate Hydrologist/Water Quality Specialist	125.00
Assistant Hydrologist/Water Quality Specialist	110.00
Principal Traffic/Transportation Engineer	220.00
Senior Traffic/Transportation Engineer	215.00
Traffic/Transportation Engineer	210.00
Associate Traffic/Transportation Engineer	140.00
Assistant Traffic/Transportation Engineer	130.00
GIS/CAD Specialist	158.00
Assistant GIS/CAD Specialist	121.00
Certified Arborist	116.00
Intern	75.00
Technical Writer/Editor	100.00
Graphic Artist	128.00
Administrative Assistant/Word Processor	95.00

**Arellano Associates**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	251.05
QA/QC Manager	241.01
Technical Specialist Manager	241.01
Senior Project Manager	202.85
Project Manager	150.63
Intern	34.14
Public Outreach Specialist	110.46
Assistant Public Outreach Specialist	80.34
Public Outreach Support	51.21

**Cornerstone Studios**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	135.00
Project Manager	125.00
Landscape Architect	100.00
Senior Landscape Designer	90.00
Landscape Designer	75.00
Administrative Assistant/Word Processor	65.00

**CWE**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	249.00
QA/QC Manager	244.00
Technical Specialist Manager	244.00
Senior Project Manager	232.00
Project Manager	214.00
Principal Hydrology Engineer/Scientist	249.00
Senior Hydrologist/Water Quality Specialist	205.00
Hydrologist/Water Quality Specialist	161.00
Associate Hydrologist/Water Quality Specialist	112.00
Assistant Hydrologist/Water Quality Specialist	102.00
GIS/CAD Specialist	123.00
Assistant GIS/CAD Specialist	102.00
Intern	65.00
Technical Writer/Editor	102.00
Administrative Assistant/Word Processor	90.00

**Daly & Associates**

<b>Title</b>	<b>Rate</b>
Cultural Resources Specialist/Manager	124.00

**Leatherman BioConsulting**

<b>Title</b>	<b>Rate</b>
Principal Biologist/Wildlife Biologist/Botanist	95.00
Senior Biologist/Wildlife Biologist/Botanist	85.00
Biologist/Wildlife Biologist/Botanist	75.00
Associate Biologist/Wildlife Biologist/Botanist	65.00
Assistant Biologist/Wildlife Biologist/Botanist	55.00
Biological Field Monitor	65.00
Principal Ecologist/Restoration Ecologist	95.00
Senior Ecologist/Restoration Ecologist	85.00
Ecologist/ Restoration Ecologist	75.00
Associate Ecologist/Restoration Ecologist	65.00
Assistant Ecologist/Restoration Ecologist	55.00

**LG2WB Engineers, Inc. - dba Linscott, Law & Greenspan Engineers**

<b>Title</b>	<b>Rate</b>
Principal Traffic/Transportation Engineer	252.00
Senior Traffic/Transportation Engineer	178.00
Traffic/Transportation Engineer	158.00
Associate Traffic/Transportation Engineer	133.00
Assistant Traffic/Transportation Engineer	113.00
Administrative Assistant/Word Processor	72.00

**Ninyo & Moore**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	178.00
QA/QC Manager	178.00
Technical Specialist Manager	168.00
Senior Project Manager	163.00
Project Manager	156.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	178.00
Senior Geology/Geotechnical/Soils Specialist/Engineer	168.00
Geology/Geotechnical/Soils Specialist/Engineer	163.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	142.00
Assistant Geology/Geotechnical/Soils Specialist/Engineer	126.00
GIS/CAD Specialist	92.00
Administrative Assistant/Word Processor	68.00
Information Specialist	78.00

**Woodard & Curran (RMC)**

<b>Title</b>	<b>Rate</b>
Senior Practice Lead	305.00
Vice President	290.00
Principal/Supervisor/Administrator	275.00
Technical Specialist Manager	260.00
Senior Project Manager	245.00
Project Manager	220.00
Associate Project Manager	200.00
Environmental Planner	190.00
Associate Environmental Planner	175.00
Assistant Environmental Planner	155.00
Regulatory Permitting Specialist	215.00
Associate Regulatory Permitting Specialist	195.00
Assistant Regulatory Permitting Specialist	160.00
Principal Hydrology Engineer/Scientist	255.00
Hydrologist/Water Quality Specialist	215.00
Associate Hydrologist/Water Quality Specialist	195.00
Assistant Hydrologist/Water Quality Specialist	175.00
GIS Specialist	160.00
Intern	110.00
Technical Writer/Editor	125.00
Administrative Assistant/Word Processor	110.00
Graphic Artist	135.00

**Southwest Resource Management Association**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	160.00
Project Manager	155.00
Senior Biologist/Wildlife Biologist/Botanist	115.00
Biologist/Wildlife Biologist/Botanist	105.00
Associate Biologist/Wildlife Biologist/Botanist	95.00
Administrative Assistant/Word Processor	60.00

**Wildscape Restoration**

<b>Title</b>	<b>Rate</b>
Principal/Supervisor/Administrator	185.00
QA/QC Manager	165.00
Technical Specialist Manager	165.00
Senior Project Manager	185.00
Project Manager	165.00
Engineer/Environmental Planner	145.00
Associate Engineer/Environmental Planner	125.00
Principal Biologist/Wildlife Biologist/Botanist	185.00
Senior Biologist/Wildlife Biologist/Botanist	165.00
Biologist/Wildlife Biologist/Botanist	145.00
Associate Biologist/Wildlife Biologist/Botanist	125.00
Assistant Biologist/Wildlife Biologist/Botanist	115.00
Biological Field Monitor	110.00
Principal Ecologist/Restoration Ecologist	185.00
Senior Ecologist/Restoration Ecologist	165.00
Ecologist/ Restoration Ecologist	145.00
Associate Ecologist/Restoration Ecologist	125.00
Assistant Ecologist/Restoration Ecologist	115.00
Senior Regulatory Permitting Specialist	165.00
Regulatory Permitting Specialist	145.00
Associate Regulatory Permitting Specialist	125.00
GIS/CAD Specialist	125.00
Assistant GIS/CAD Specialist	110.00
Certified Arborist	145.00
Certified Pesticide/Herbicide Applicator	85.00
Intern	65.00
Technical Writer/Editor	65.00
Administrative Assistant/Word Processor	65.00
Graphic Artist	65.00

These prices begin on the date of the full execution of the contract.

Prices may only be adjusted per the County's Cost of Living Adjustment (COLA) policy as defined in the contract.

Mileage is not reimbursable. Special circumstances may be authorized, if pre-approved in writing by County.

The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services.

The hourly rates listed above include overhead costs, such as mileage, portal-to-portal pay, copying, phone calls, meals, supplies, and other office equipment.

Any related-work requested but not listed in the schedule of fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10% as approved in writing by the County.

Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred with receipts. Invoices shall provide names and classifications of every staff who performed the tasks.



<b>"Bidder's Equipment, Labor Time, and Materials"</b> <b>"Prevailing Wage"</b>	
ITEM	RATE/PERIOD
<b>Labor</b>	
Superintendent	\$ 100.00 /hour
"Landscape & Irrigation Laborer"	\$ 85.00 /hour
"Landscape & Irrigation Tender"	\$ 30.00 /hour
"Landscape Operating Engineer"	\$ 102.00 /hour
"Landscape Maintenance Foreman"	\$ 45.00 /hour
"Landscape Maintenance Crew Leader"	\$ 32.00 /hour
"Landscape Maintenance Laborer"	\$ 27.00 /hour
<b>Equipment 'Bare'</b>	
Trencher	\$ 49.00 /hour
Backhoe	\$ 63.00 /hour
Skiploader	\$ 43.00 /hour
Bobcat	\$ 34.00 /hour
DC80 Dozer	\$ 48.00 /hour
750 HL Wheel Loader	\$ 78.00 /hour
Semi/Lowbed	\$ 99.00 /hour
Dump Truck	\$ 83.00 /hour
Water Truck	\$ 41.00 /hour
1 Ton Flatbed	\$ 31.00 /hour
Pick-up Truck	\$ 25.00 /hour
Compressor	\$ 125.00 /day
Wacker	\$ 75.00 /day
200-Gallon Sprayer	\$ 100.00 /day
Hand Rototiller	\$ 100.00 /day
Irrigation Trailer	\$ 50.00 /day
Toro Dingo	\$ 150.00 /day
Kubota RTV 900	\$ 75.00 /day
Vermeer Chipper	\$ 225.00 /day
Auger 'Attachment'	\$ 10.00 /hour
8' Disk 'Attachment'	\$ 25.00 /hour
14' Mower 'Attachment'	\$ 25.00 /hour
6' Flail Mower 'Attachment'	\$ 25.00 /hour
81" Tiller 'Attachment'	\$ 25.00 /hour
<b>Materials</b>	
	<b>Cost + 15% Mark-up</b>
<b>Subcontractor</b>	
	<b>Cost + 10% Mark-up</b>

**Note: Labor rates are based on General Prevailing Wage Determinations  
SC-102-X-14-2017-1, SC-63-12-33-2017-1 and SC-LML-2017-1.**

F:\Info & Forms\Proposals\2016\090716 Prevailing Wage Bidder's Equipment, Labor Time, and Materials.xlsx



## ASSET LABORATORIES

ANALYTICAL AND CHEMICAL SERVICES • 1000 JAMES STREET, SUITE 100 • BOSTON, MA 02118 • 617.552.1234

### LACDPW AED 7740082

EPA METHOD	PARAMETERS/ANALYTES	PRICE PER SAMPLE
<b><u>ORGANIC ANALYSES</u></b>		
<b><u>GC/MS</u></b>		
EPA 8260B/5030	Volatile Organic Compounds (VOC's)	\$68
EPA 8260B/8021B/5030	BTEX plus Oxygenates	\$63
EPA 8270C	Semivolatile Organic Compounds	\$138
EPA 8270C/SIM	PNA's/PAH's (Polynuclear Aromatic Hydrocarbons)	\$88
<b><u>GC</u></b>		
EPA 8081A	Pesticides (Organochlorine)	\$60
EPA 8082	Polychlorinated biphenyls (PCBs)	\$44
<b><u>FUEL/PETROLEUM HYDROCARBONS/UST ANALYSES</u></b>		
EPA 8015B/M	TPH as Gasoline Range Organics (GRO)	\$25
EPA 8015B/M	TPH as Diesel Range Organics (DRO)	\$30
EPA 8015B/M	TPH as Diesel Range Organics (DRO) and Motor Oil (MO)	\$38
<b><u>METALS ANALYSES</u></b>		
EPA 6010B/7000/200.7/3111B	Individual Metals by ICP or AA	\$8
EPA 6020/200.8	ICPMS Individual Metals	\$16
EPA 3010A/3050B	TTLIC Digestion for Individual metals analysis	\$7
EPA 7470A/7471B/245.1	Mercury by CVAA	\$19
EPA 7199 or 218.6	Hexavalent Chromium by IC	\$60
EPA 6010B/7470A/7471B	Title 22 (CAM 17) metals (includes digestion)	\$75
<b><u>ION CHROMATOGRAPHY</u></b>		
EPA 300	Anion Scan (soil)	\$63
EPA 300	Anion Scan (water)	\$55
EPA 314.0	Perchlorate (water)	\$45
EPA 314.0	Perchlorate (soil)	\$49

**Notes:**

1. Above prices include sample bottles, standard reporting formats and courier services (surcharges for distant locations may apply).
2. Standard Turnaround Time is five (5) to seven (7) working days except for subcontracted analysis.
3. Premium charges for Rush Turnaround:

Next business day = +50%

3 Business Days = +20%

2 Business Days = +35%

4 Business Days = +10%

For TAT purposes, samples received after 3PM will be considered as arriving 8:00 AM the following working day.

4. Regional Water Quality Board (Geotracker) and other customized EDD's: 3% project surcharge (\$30 minimum per work order).

**OTHER SERVICES:**

- 5035 EnCore Supplies (3 cartridges per sample): \$30
- 24-hr Composite Sampling Package: \$165 and up
- 5035 Preserved vials (3 vials + 1 syringe per sample): \$15
- Level 3 and 4 Raw Data Packages: Prices available upon request
- Field Services (sample pick-up & bottle delivery): \$40/hr and up

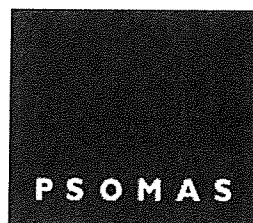


Calscience



Eurofins Calscience, Inc. is an industry leader in environmental laboratory testing. We offer a comprehensive portfolio of analytical methods and our analytical expertise encompasses all environmental matrices including air, groundwater, sea water, sediment, soil, wastewater, and tissue.

## 2017-20 Fee Schedule



### In Support of LA County As-Needed Environmental Services for Water Resources Branch

**RFP No. AED7740082**

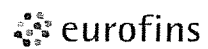
**Southern California - Main Laboratory**  
7440 Lincoln Way  
Garden Grove, California 92841-1427  
714-895-5494

**VOC & Air Testing Laboratory**  
7445 Lampson Ave  
Garden Grove, CA 92841-2903

**Marine Chemistry Laboratory**  
11380 Knott Street  
Garden Grove, CA 92841-1400

**Northern California – Service Center**  
5063 Commercial Circle, Suite H  
Concord, CA 94520-8577  
925-689-9022





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## ATTACHMENT 3

# Soil & Water



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## ORGANICS

ANALYSIS	METHOD	PRICE \$
1,2,3-Trichloropropane – Low Level	SRL 524M-TCP	80
1,4-Dioxane (Isotope Dilution) – Low Level	EPA 8260B SIM	80
1,4-Dioxane (Isotope Dilution) – Low Level	EPA 8270C (M) SIM	100
1,4-Dioxane – Low Level	EPA 522	125
Dissolved Gases – Carbon Dioxide in water	RSK 175 (M)	75
Dissolved Gases – Methane in water	RSK 175 (M)	75
Dissolved Gases – Methane, Ethane & Ethene in water	RSK 175 (M)	80
Explosives – Nitroaromatics and Nitramines	EPA 8330	170
Fumigants (EDB, DBCP) by GC/ECD	EPA 504.1	55
Herbicides, Chlorinated	EPA 8151A	135
N-Nitrosodimethylamine (NDMA) – Low Level	EPA 1625C (M)	150
Non-Halogenated Organics (2-Butanol, Ethanol, Isobutanol, Isopropanol, Methanol, n-Butanol)	EPA 8015B	100
Non-Halogenated Organics (Ethanol and/or Methanol)	EPA 8015B	80
Organochlorine Pesticides	EPA 8081A or 608	90
Organic Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)	HPLC/UV	80
Organochlorine Pesticides – Extended Target List	EPA 8081A	110
Organochlorine Pesticides and PCBs	EPA 608	125
Organochlorine Pesticides – Low-Level	EPA 608	200
Organophosphorus Pesticides	EPA 8141A	125
Organophosphorus Pesticides – Extended Target List	EPA 8141A	135
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	275
Organotins – Tributyltin only	Krone et al. (GC/MS)	150
PAHs – Low Level by Selective Ion Monitoring (SIM)	EPA 8270C (M) SIM	125
PAHs – Low Level by HPLC	EPA 8310 or 610	130
PCB Congeners (Eurofins Calscience list of 41 Congeners)	EPA 8270C (M) SIM	300
PCB Congeners – Extended Target List	EPA 8270C (M) SIM	350
Polychlorinated Biphenyls (PCBs – Aroclors)	EPA 8082 or 608	60
Semivolatile Organic Compounds (SVOCs)	EPA 8270C or 625	160
SVOCs – Extended SIM List	EPA 8270C or 625 SIM	250
SVOCs Appendix II or IX Target List (3 sample minimum)	EPA 8270C	275
SVOCs Tentatively Identified Compounds (TICs) add-on to 8270C	EPA 8270C	50
Volatile Organic Compounds (VOCs) *	EPA 8260B or 624	80
VOCs plus Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol) *	EPA 8260B	80
VOCs – Appendix II or IX Target List *	EPA 8260B	125
VOCs – Low Level 20 ml Purge (water)	EPA 8260B	100
VOCs – Tentatively Identified Compounds (TICs) add-on to 8260B	EPA 8260B	35
Volatile Organic Compounds	EPA 524.2	90

\* Field sampling devices, such as EnCores™ or Terra Cores, are not included in the unit rate, see page 3.



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### UNDERGROUND FUEL TANK

ANALYSIS	METHOD	PRICE \$
BTEX and/or MTBE *	EPA 8260B/624	60
BTEX and/or MTBE *	EPA 8021B/602	40
BTEX and Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol) *	EPA 8260B	65
Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol) *	EPA 8260B	65
Methanol and/or Ethanol *	EPA 8015B	65
Naphthalene	EPA 8260B	60
Naphthalene	EPA 8270C	90
NWTPH (TPH as Diesel/Motor Oil)	NWTPH – Dx	45
NWTPH (Volatile Petroleum Products)	NWTPH – Gx	40
Organic Lead (includes sample preparation)	CA DHS LUFT	80
PAHs – Low Level by Selective Ion Monitoring (SIM)	EPA 8270C (M) SIM	125
Total Petroleum Hydrocarbons (TPH) – Diesel/Diesel Range Organic (DRO)	EPA 8015B (M)	40
Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260B	EPA 8260B	20
Total Recoverable Petroleum Hydrocarbons (TRPH)	EPA 418.1/418.1 (M)	40
TPH – Extractable (GRO/DRO/ORO)	EPA 8015B (M)	55
TPH – Extractable with Carbon Chain Breakdown (C6-C36)	EPA 8015B (M)	45
TPH – Extractable with Carbon Chain Breakdown (C6-C44)	EPA 8015B (M)	55
TPH – Gas/Gasoline Range Organics (GRO) *	EPA 8015B (M)	35
TPH – Gas/GRO & BTEX *	EPA 8015B (M) & 8021B	40
TPH – Oil Range Organics (ORO)	EPA 8015B (M)	55
TPH – Purge & Trap (C6-C12)	EPA 8015B (M)	40
TPH – Specified Standard	EPA 8015B (M)	By quote
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates *	EPA 8260B	80

See page 5 for Silica Gel Clean-up for TPH and other clean-up methods.

### SOIL SAMPLING SUPPLIES for VOLATILES/PURGABLES

EnCores™, 5035 Sampling Devices (T-handle not included) **	\$10 (each)
5035 Terra Core Sampling Kits (includes sodium bisulfate and methanol preserved VOA's and sub-sampler.)	\$15 (3 vial)
	\$25 (5 vial)

\* Field sampling devices, such as EnCores™ or Terra Cores, are not included in the unit rate.

\*\* Add \$10 Fee for 5035 sample preservation in the laboratory using sodium bisulfate and methanol.



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## HAZARDOUS WASTE

ANALYSIS	METHOD	PRICE \$
Ignitability (Flashpoint)	EPA 1010	30
Ignitability (Soil/Solids)	EPA 1030	40
<b>Corrosivity (as pH) (24 hour Hold Time)</b>	EPA 9045D	7
Paint Filter Liquids Test	EPA 9095A	25
<b><u>Reactivity</u></b>		
Cyanide	SW 846 Chapter 7	30
Sulfide	SW 846 Chapter 7	30
Cyanide and Sulfide	SW 846 Chapter 7	60
<b><u>Toxicity – Sample Preparation</u></b>		
TTL Sample Digestion for Metals (excludes Hg and Cr VI)	EPA 3050B	10
TCLP/SPLP (Volatile) ZHE Extraction	EPA 1311/1312	60
TCLP/SPLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311/1312	35
STLC (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	35
<b><u>Toxicity – Sample Analysis</u></b>		
CA Title 22 – CAM 17 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Ti, V, Zn	EPA 6010B/ 7470A or 7471A	80
Organic Lead (includes sample preparation)	DHS LUFT	80
Individual Metals by ICP	EPA 6010B	8
Mercury	EPA 7470A/7471A	25
<b>Chromium VI (24 hour Hold Time for waters, includes sample preparation)</b>	EPA 7196A	50
Fluoride	SM 4500-F C	30
Dioxin (TCDD only, subcontracted)	EPA 8280A/8290A	By quote
Herbicides, Chlorinated	EPA 8151A	135
Organochlorine Pesticides	EPA 8081A	90
Polychlorinated Biphenyls (PCBs – Aroclors)	EPA 8082	60
Semivolatile Organic Compounds	EPA 8270C	160
Volatile Organic Compounds	EPA 8260B	80
TCLP Metals (8) : As, Ba, Cd, Cr(t), Pb, Hg, Se, Ag	EPA 6010B & 7470A	75
TCLP Full List (includes TCLP leaching procedures and TCLP target lists for the following methods: 6010B, 7470A, 8081A/B, 8082/A, 8151A, 8260B, & 8270C)	Various	675
96-hour Acute Aquatic Toxicity	California Dept. of Fish and Game	200
Asbestos (Subcontracted)	EPA 600/4-83-043/EPA 600/R-93/116	By quote



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### CLEANUPS

CLEANUP	METHOD	PRICE \$
Acid-Base Partition	EPA 3650B	By quote
Alumina Cleanup	EPA 3610B/3611B	30
CA LUFT Manual centrifugation/gravity separation for extractable fuel products in aqueous matrix.	CA DHS LUFT	60
ENVI-Carb/PSA	CEL SOP M234	40
Florisil Column	EPA 3620B/C	20
Gel Permeation Chromatography (GPC)	EPA 3640A	75
Silica Gel Cleanup (extract shake-out)		5
Silica Gel Cleanup (1-2 gram column)	EPA 3630C (M)	10
Silica Gel Cleanup (10 gram column with reverse surrogate)	CA DHS LUFT	45
Soxhlet Extraction	EPA 3540C/3541	30
Sulfur Cleanup	EPA 3660B	30

*Other protocols available, call for options and pricing*

### Multi-Increment Sampling (MIS)

	METHOD	PRICE \$
Semi-volatile/non-volatile MIS per HI HEER Guidance	HI HEER	100
Volatile MIS per HI HEER Guidance	HI HEER	By quote
Metals Digestion, 10 gram sample (multiple digestions)	EPA 3050B	50
Mercury Digestion, 5 gram sample (multiple digestions)	EPA 3050B	50
Methanol kit for MIS volatile fraction sampling	EPA 5035	By quote

### OTHER PREPARATIONS

Sample Filtration	10
Sample Compositing (water/soil), per discrete sample	4
Concrete Crushing	25
Soil Sieving	75

### OTHER SUPPLIES

Wipe Sample Kit (per method)	4
DI Water (1 Gallon)	10
Organic Free Water (1 L)	10



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## METALS

ANALYSIS	METHOD	PRICE \$
<b><u>Sample Preparation</u></b>		
Total Digestion	EPA 1010A/3020A/3050B	10
<b>Sample Filtration for Dissolved Metals (Within 24 hrs)</b>	EPA 3005A	8
Reductive Precipitation Procedure	SOP M225	75
TCLP/SPLP Bottle Extraction	EPA 1311/1312	35
STLC (WET) Extraction	CAC, Title 22, § 66261.126, App. II	35
<b><u>Sample Analyses</u></b> (Sample digestion fee is not included in unit rate for individual metals by ICP & ICP/MS)		
<b>Chromium VI (24 hour Hold Time for waters)</b>	EPA 218.6	80
<b>Chromium VI (24 hour Hold Time for waters)</b>	EPA 7196A	50
<b>Chromium VI (24 hour Hold Time for waters)</b>	EPA 7199	75
Chromium VI (soil/solid matrix)	EPA 7199/3060A	80
Individual Metals by ICP	EPA 6010B or 200.7	8
Individual Metals by ICP/MS	EPA 6020 or 200.8	15
Mercury by Cold Vapor AA (includes digestion)	EPA 7470A/7471A or 245.1	25
Mercury – Low Level (water)	EPA 1631E	85
CA Title 22 – CAM 17 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn	EPA 6010B & 7470A or 7471A	80
CA Title 22 – CAM 17 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn	EPA 6020 & 7470A or 7471A	100
Priority Pollutant Metals: Sb, As, Be, Cd, Cr(t), Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn	EPA 200.7 & 245.1 or EPA 6010B & 7470A or 7471A	80
Priority Pollutant Metals: Sb, As, Be, Cd, Cr(t), Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn	EPA 200.8 & 245.1 or EPA 6020 & 7470A or 7471A	100
TCLP (RCRA) Metals: As, Ba, Cd, Cr(t), Pb, Hg, Se, Ag	EPA 6010B & 7470A or 7471A	75
ICP Metals Scan: Al, Sb, As, Ba, Be, B, Cd, Ca, Cr(t), Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, P, K, Se, Si, Sr, Ag, Na, Sn, Ti, Tl, V, Zn	EPA 6010B or 200.7	80
ICP/MS Metals Scan: Al, Sb, As, Ba, Be, B, Cd, Ca, Cr(t), Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Sr, Ag, Na, Sn, Ti, Tl, V, Zn	EPA 6020 or 200.8	100
Appendix I List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Tl, V, Zn, Hg	EPA 6010B & 7470A or 7471A	80
Appendix I List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Tl, V, Zn, Hg	EPA 6020 & 7470A or 7471A	100
Appendix II/IX List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Tl, Sn, V, Zn, Hg	EPA 6010B & 7470A or 7471A	90
Appendix II/IX List: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Ni, Se, Ag, Tl, Sn, V, Zn, Hg	EPA 6020 & 7470A or 7471A	110
ICP/MS Metals Scan with Reductive Precipitation Preparation: As, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Tl, Zn	SOP M225/EPA 6020/6020A or 200.8	275
Sea Water Metals: Al, Sb, As, Ba, Cd, Cr, Co, Cu, Fe, Pb, Mn, Mo, Se, Ag, Tl, V, Zn	EPA 1640	275

Parameters shown in **Bold** have short Hold Times



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## WET CHEMISTRY

ANALYSIS	METHOD	PRICE \$
Acidity	SM 2310 B (EPA 305.1)	30
Ash Free Dry Mass	SM 10300 C	20
Anions by IC (F, Cl, Br, <b>NO<sub>2</sub></b> , <b>NO<sub>3</sub></b> , SO <sub>4</sub> , o-PO <sub>4</sub> ) (48 hour Hold Time)	EPA 300.0/9056	50
Any single anion	EPA 300.0/9056	20
Any two anions	EPA 300.0/9056	30
Any three anions	EPA 300.0/9056	40
Alkalinity, Total	SM 2320 B (EPA 310.1)	15
Alkalinity, Speciated (bicarbonate, carbonate, hydroxide)	SM 2320 B (EPA 310.1)	15
<b>Biochemical Oxygen Demand (48 hour Hold Time)</b>	SM 5210 B (EPA 405.1)	40
Carbon Dioxide – headspace analysis	RSK 175(M)	75
<b>Carbon Dioxide (24 hour Hold Time)</b>	SM 4500-CO <sub>2</sub> D	20
Bromide	SM 4500-Br B	30
Cation Exchange Capacity	EPA 9081	70
Chemical Oxygen Demand (reflux)	SM 5220 C (EPA 410.1)	70
Chemical Oxygen Demand (spectrophotometric)	SM 5220 D/EPA 410.4	20
Chloride	SM 4500-Cl C (EPA 325.3)	25
<b>Chlorine, Free (15 minute Hold Time)</b>	SM 4500-Cl F (EPA 330.4)	20
<b>Chlorine, Total Residual (15 minute Hold Time)</b>	SM 4500-Cl F (EPA 330.4)	20
<b>Chromium VI (24 hour Hold Time)</b>	EPA 218.6	80
<b>Chromium VI (24 hour Hold Time)</b>	EPA 7196A	50
<b>Chromium VI (24 hour Hold Time)</b>	EPA 7199	75
Chromium VI (soil/solid samples)	EPA 7199/3060A	80
<b>Color (48 hour Hold Time)</b>	SM 2120 B (EPA 110.2)	10
Cyanide, Amenable	SM 4500-CN G	70
Cyanide, Amenable (soil)	EPA 9010C/9014	70
Cyanide, Free	SM 4500-CN I	35
Cyanide, Free (soil)	EPA 9010C/9014	35
Cyanide, Total	SM 4500-CN E (EPA 335.2)	35
Cyanide, Total (soil)	EPA 9010C/9014	35
Density	ASTM D1475(M)	20
Fluoride (ISE)	SM 4500-F C (EPA 340.2)	25
Dissolved Organic Carbon (Field filtered)	SM 5310 D (EPA 415.1)	35
<b>Dissolved Organic Carbon (Lab filtered, required within 24 hours)</b>	SM 5310 D (EPA 415.1)	40
<b>Formaldehyde (24 hour Hold Time)</b>	ASTM D6303-98	80
Hardness, Total	SM 2340 C (EPA 130.2)	15
Hardness, (Magnesium, calc. from Calcium & total hardness)	SM 2340 B	15

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.



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### WET CHEMISTRY (continued)

ANALYSIS	METHOD	PRICE \$
<b>Hydrazine (24 hour Hold Time)</b>	ASTM D1385	80
<b>Hydrogen Sulfide (24 hour Hold Time)</b>	HACH Model HS-C	20
Hydrochloric Acid, Percent	Sodium Carbonate Titration	50
Ignitability (Flashpoint)	EPA 1010	30
Ignitability (Soil/Solid)	EPA 1030	40
Iodide	SM 4500-I D (M)	40
Ion Balance	Calculation	20
<b>Iron, Ferrous (24 hour Hold Time)</b>	SM 3500-Fe B	40
<b>Mercaptans (48 hour Hold Time)</b>	LACSD 258	70
Moisture Content	ASTM D2216	12
<u>Nitrogen</u>		
Ammonia (Titration with distillation)	SM 4500-NH3 B/C (EPA 350.2)	40
Ammonia (Unionized)	SM 4500-NH3 B/C (EPA 350.2)	45
Ammonia (Ion Selective Electrode (ISE) with distillation)	SM 4500-NH3 F (EPA 350.3)	40
Ammonia (Segmented Flow Analyzer (SFA))	EPA 350.1 (M)	50
<b>Nitrate (48 hour Hold Time)</b>	SM 4500-NO3 E/SM 4500-NO2 B	60
<b>Nitrite (48 hour Hold Time)</b>	SM 4500-NO2 B (EPA 354.1)	30
<b>Nitrate &amp; Nitrite (48 hour Hold Time if Unpreserved)</b>	SM 4500-NO3 E (EPA 353.3)	30
Organic	SM 4500-NH3 B/C/4500-N <sub>Org</sub> B	70
Total Kjeldahl	SM 4500-N <sub>Org</sub> B (EPA 351.3)	50
Total Kjeldahl (SFA)	EPA 351.2 (M)	50
<b>Total Nitrogen (48 hour Hold Time if Unpreserved)</b>	SM 4500-NO3 E/4500-N <sub>Org</sub> B	70
<b>Total Inorganic Nitrogen (48 hour Hold Time if Unpreserved)</b>	SM 4500-NO3 E/4500-NH3 B/C	70
<b>Odor (24 hour Hold Time)</b>	SM 2150 B	15
Oil and Grease	SM 5520 B or 413.1	50
Oil and Grease; Hexane Extractable Material (HEM)	EPA 1664A	40
Oil and Grease; HEM – Silica Gel Treated (SGT)	EPA 1664A	50
<b>Oxygen, Dissolved (15 minute Hold Time)</b>	SM 4500-O G	20
Paint Filter Liquids Test	EPA 9095B	25
pCBA	EPA 314.0 (M)	50
Perchlorate, Soil	EPA 314.0 (M)	75
Perchlorate, Water	EPA 314.0	50
Perchlorate, Water	EPA 331.0 (M)	*150
Perchlorate, Soil or Water	EPA 6850	*165
<b>pH (soil) (24 hour Hold Time)</b>	EPA 9045C	10
<b>pH (Water) (24 hour Hold Time)</b>	EPA 9040B	10
<b>pH (15 minute Hold Time)</b>	SM 4500-H+B	7

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

\*The unit rate does not include the method mandated sampling kit for water samples; the unit rate for the kit is \$8.50.





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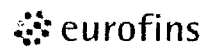
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### WET CHEMISTRY (continued)

ANALYSIS	METHOD	PRICE \$
Phenolics, Total	SM 5530 D or EPA 9065 or 420.1	50
<b>Phosphate, Ortho (48 hour Hold Time)</b>	SM 4500-P B/E	25
<b>Phosphate, Ortho (SFA) (48 hour Hold Time)</b>	EPA 365.1 (M)	45
Phosphate, Total	SM 4500-P B/E	30
Phosphate, Total (SFA)	EPA 365.1 (M)	45
Phosphorus, Total	SM 4500-P B/E (EPA 365.3)	40
Phosphorus, Total (SFA)	EPA 365.1 (M)	45
<b>Potassium Permanganate (24 hour Hold Time)</b>	SM 4500-KMnO <sub>4</sub> B	40
<b>Redox Potential (24 hour Hold Time)</b>	ASTM D1498	30
Resistivity	EPA 120.1 (M)	10
Salinity	SM 2520 B	20
Sediment Concentration in Water	ASTM D3977-97	20
<u>Solids (Residues)</u>		
Total Dissolved	SM 2540 C (EPA 160.1)	12
Total Suspended	SM 2540 D (EPA 160.2)	12
Total	SM 2540 B (EPA 160.3)	12
Volatile	EPA 160.4	20
<b>Settleable (48 hour Hold Time)</b>	SM 2540 F (EPA 160.5)	12
Volatile Suspended	SM 2540 D/EPA 160.4	40
Fixed Dissolved	SM 2540 E	35
Specific Conductance	SM 2510 B	7
Sulfide	SM 4500-S2 D (EPA 376.2)	25
<b>Sulfide, Dissolved (15 minute Hold Time)</b>	SM 4500-S2 D (EPA 376.2)	30
<b>Sulfite (15 minute Hold Time)</b>	SM 4500-SO3 B (EPA 377.1)	30
<b>Surfactants (MBAS) (48 hour Hold Time)</b>	SM 5540 B/C (EPA 425.1)	40
<b>Thiosulfates (48 hour Hold Time)</b>	LACSD 253A	50
Total Inorganic Carbon in Water/Liquids	SM 5310 D (M) (EPA 415.1)	35
Total Inorganic Carbon in Soil/Solids	EPA 9060A (M)	70
Total Organic Carbon in Water/Liquids	SM 5310 B/D (EPA 415.1)	35
Total Organic Carbon in Soil/Solids	EPA 9060A	70
<b>Turbidity (48 hour Hold Time)</b>	SM 2130 B (EPA 180.1)	10
<u>General Minerals</u>		
Calcium, Copper, Iron, Magnesium, Manganese, Sodium, Zinc, Alkalinity-speciated, Chloride, <b>MBAS</b> , pH, Sulfate, <b>Nitrate</b> , <b>Nitrite</b> , Conductivity, Hardness, & TDS	Various	250
<u>Cation-Anion Balance</u>		
Alkalinity, Calcium, Chloride, Fluoride, Iron, Magnesium, Manganese, <b>Nitrate</b> , <b>Nitrite</b> , pH, Potassium, Sodium, Conductivity, Sulfate, & TDS	Various	200

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

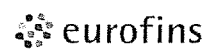


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ANALYSIS	METHOD	PRICE \$
96-hour Acute Aquatic Toxicity (% survival)	California Dept. of Fish & Game	200
96-hour LC 50 Aquatic Bioassay (definitive) Includes % Survival	California Dept. of Fish & Game	500



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ATTACHMENT 3

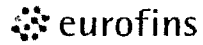
# Air/Vapor

## AIR/VAPOR

METHOD	DESCRIPTION	PRICE \$
8260B (M)	<b>Soil Gas Analysis by GC/MS</b>	
	- BTEX or MTBE Only	50
	- BTEX + Oxygenates + Ethanol	60
	- BTEX + Oxygenates + Naphthalene + Ethanol	65
TO-14A	<b>Volatile Organics by GC/MS Full Scan</b>	
	- Full TO-14A Target List	150
	- Full TO-14A Target List + MTBE	150
	- BTEX or MTBE Only	90
	- SCAQMD Rule 1150.1 Compounds	150
	- Add Tentatively Identified Compounds	40
EPA TO-15/TO-15 (M)	<b>Volatile Organics by GC/MS Full Scan</b>	
	- EPA 8021B List	125
	- BTEX and MTBE	90
	- BTEX or MTBE Only	80
	- BTEX and Fuel Oxygenates	105
	- BTEX, Fuel Oxygenates + Naphthalene	110
	- Naphthalene	80
	- Full TO-15 List (Standard Target List)	150
	- Full TO-15 List + Fuel Oxygenates	160
	- Full TO-15 List + Oxygenates + Naphthalene	165
	- TO-15 Extended Target List	175
	- Add Tentatively Identified Compounds	40
	- Mass DEP Air-Phase Petroleum Hydrocarbons	150
EPA TO-15 SIM	<b>Volatile Organics by GC/MS in SIM Mode *</b>	
	- One compound	125
	- Two to five compounds	150
	- Six to ten compounds	170
	- Full SIM List	190
	- Full SIM List + Naphthalene	200

Soil Gas Leak Detection Compounds (IPA or 1,1-DFA) can be added to any of the methods shown above at no additional charge. Request for Leak Detection Compounds should be indicated on the Chain of Custody. If Helium tracer is required an additional fee of \$50 applies, see method ASTM D-1946 on page 13.

\* Requires individually certified Summa™ canisters and flow controllers.



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### AIR/VAPOR (continued)

METHOD	DESCRIPTION	PRICE \$
EPA TO-17	<b>Analysis of Sorbent Tubes by GC/MS</b>	
	- Naphthalene	115
	- Gasoline Range Organics	130
	- Diesel Range Organics	130
	- Volatile Organic Compounds	150
	<b>Analysis from High Volume PUF Cartridges</b>	
EPA TO-13A	- Polynuclear Aromatic Hydrocarbons *	160
EPA TO-4A	- Pesticides *	160
EPA TO-4A	- Polychlorinated Biphenyls (PCBs - Aroclors) *	160
	<b>Analysis by GC</b>	
ASTM D-2820	- C <sub>1</sub> – C <sub>6</sub> Hydrocarbon Speciation by GC/FID	70
EPA TO-3 (M)	- C <sub>1</sub> – C <sub>6</sub> Hydrocarbon Speciation by GC/FID	70
EPA TO-3 (M)	- TPH as Gasoline	40
EPA TO-3 (M)	- Gasoline Range Organics C <sub>6</sub> -C <sub>12</sub>	50
EPA TO-3 (M)	- VOCs >= C <sub>3</sub> as Hexane (SCAQMD permit compliance)	40
ASTM D-1946	- Fixed Gases (CO <sub>2</sub> , CO, CH <sub>4</sub> , N <sub>2</sub> , O <sub>2</sub> )	65
ASTM D-1946	- Helium and/or Hydrogen	50
EPA 16 GC/FPD	- <b>Hydrogen Sulfide (24 hour Hold Time, requires Tedlar™ bag)</b>	**75
SCAQMD 25.1	- Non-condensables analysis for TGNMO and CH <sub>4</sub>	80
SCAQMD 25.1	- Non-condensables analysis for TGNMO, CH <sub>4</sub> and fixed gases	100
SCAQMD 25.1	- Non-condensables analysis for fixed gases	80
RSK 175(M)	<b>Headspace Analysis by GC</b>	
	- Methane in water	75
	- Methane, Ethane & Ethene in water	80
	- Carbon Dioxide in water	75
	<b>Particulates &amp; Lead</b>	
40 CFR, Part 50, App. G	- Lead Analysis, high-volume sampling	40
40 CFR, Part 50, App. J	- PM 10 or PM 2.5 Particulate, high-volume sampling	30
40 CFR, Part 50, App. J	- TSP Particulate, high-volume sampling	30

\* Additional fee for PUF cartridge, see page 14

\*\* \$300 minimum charge

Parameters shown in **Bold** have short Hold Times



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## AIR/VAPOR SAMPLING EQUIPMENT & SUPPLIES

### Rental conditions and prices are as follows:

1. Six-liter and one-liter Summa™ canisters are available for rent. The canisters are provided to our clients under full vacuum, so that sample collection can be accomplished without the use of a pump
2. Cleaning of canisters is to be performed by Eurofins Calscience since canisters are easily damaged or destroyed if improperly cleaned.
3. Client is responsible for the canisters. Lost or damaged canisters will be billed at current market rates.
4. Canister rental period is two weeks. Advance arrangements are required for rental periods in excess of two weeks. Additional fees apply for extended rental periods.
5. Canisters which are return shipped via UPS or Federal Express should be insured for \$600 each.

### Rental Fees:

Six-liter or one-liter canister rental:

\$35 with batch certification

\$85 with individual certification (for full TO-15 target list)

\$100 with SIM certification (for full TO-15 SIM target list)

Flow controllers, used for integrated sampling (8-24 hours):

\$25 with batch certification

\$50 SIM certification

\$15 with soil gas manifold set at <200 cc per minute flow rate

Duplicate Sampling "T":

\$15 with batch certification

\$25 with individual certification

Sorbent Tubes:

\$40 with batch certification

\$100 with individual certification

Swagelok fittings: Available upon request

### Rates for Other Equipment (purchase)

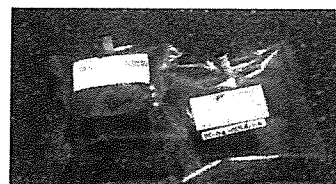
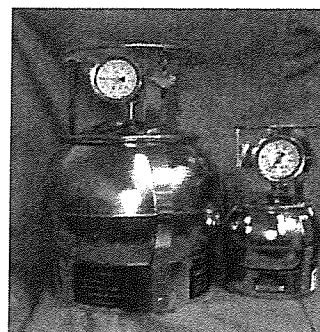
Sampling Syringe: \$5

Teflon tubing: \$5/foot

PM 10 or PM 2.5 Filters: \$20 each

PUF Cartridge (High Volume): \$45 \*

Air sampling bags, such as Tedlar™ bags, price per one-Liter bag: \$12.00.



*Advance payment or a deposit will be necessary for canister or flow controller rental. Waivers of advance payment and deposit requirements are subject to credit approval.*

*Eurofins Calscience provides air sampling bags as a service to our clients. Eurofins Calscience does not manufacture air sampling bags; we purchase them from our vendors. Eurofins Calscience will not be responsible for leaky or otherwise substandard performance of the air sampling bags supplied.*

*Billing for Sampling Equipment: Unused sample containers cannot be returned to Eurofins Calscience for reuse due to possible contamination issues. Once sampling equipment leaves the custody of Eurofins Calscience it is considered to have been used. Clients will be billed for all canisters, bags, or other sampling devices that have been provided unless otherwise agreed upon. Canisters and flow controllers not returned within two weeks are subject to additional rental charges.*

*\*If the glass housing for the PUF Cartridge is returned broken or is lost a fee of \$100 will be charged.*

# Marine Chemistry

Sediments, Tissues, Seawater & Elutriates



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### SEDIMENT

ANALYSIS	METHOD	PRICE \$
Organochlorine Pesticides	EPA 8081A	140
Organochlorine Pesticides by GC/MS SIM	EPA 8270C (M) SIM	295
Organochlorine Pesticides by HRMS (Subcontracted)	EPA 1699	By quote
Polychlorinated Biphenyl's (PCBs – Aroclors)	EPA 8082/8082A	90
PCB Congeners (Eurofins Calscience list of 41 Congeners) by GC/MS SIM	EPA 8270C (M) SIM	300
PCB Congeners – Extended Target List by GC/MS SIM	EPA 8270C (M) SIM	350
Phenols Low-level by GC/MS SIM	EPA 8270C (M) SIM	165
Phthalates Low-level by GC/MS SIM	EPA 8270C (M) SIM	165
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C (M) SIM	175
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	375
Semivolatile Organic Compounds (Phenols, Phthalates, PAHs) by GC/MS SIM	EPA 8270C (M) SIM	275
Total Recoverable Petroleum Hydrocarbons (TRPH)	418.1 (M)	60
Total Petroleum Hydrocarbons (TPH)-Gasoline	EPA 8015B (M)/GRO	50
TPH-Diesel	EPA 8015B (M)/DRO	50
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B (M)	80
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates	EPA 8260B	120
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	275
Organotins – Tributyltin only	Krone et al. (GC/MS)	150
Total Organic Carbon (TOC)	EPA 9060A	75
Metals in Sediment: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020	145
Mercury	EPA 7471A	30
Mercury – Low Level (Subcontracted, Eurofins)	EPA 1631	120
Ammonia, Total	SM 4500-NH3 B/E (M)	35
Chromium VI	EPA 7196A	60
Chromium VI – Low Level	EPA 7199/3060A	100
Moisture Content/Total Solids	ASTM D-D216 or SM 2540 B	15
Particle Size Analysis (Sieve or Laser)	ASTM D422 or D4464 (M)	75
Sulfide, Total	SM 4500-S2 D (M)	30
<b>Sulfide, Dissolved (Pore Water) (24 hour Hold Time)</b>	<b>SM 4500-S2 D (M)</b>	<b>45</b>

*Samples are subject to additional fees for homogenization, compositing, and/or GPC or other clean-up.*





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### ELUTRIATE PREPARATION

*For any elutriate preparation, whether it be the SET, MET, EET, or DRET, there is a set-up charge for bench space, material, solids testing and management.*

ANALYSIS	PRICE \$
SET Set-up Charge	250
MET, EET, or DRET Set-up Charge	500
SET, per sample	250
MET, EET, or DRET, per sample	300

### SEAWATER & ELUTRIATES

ANALYSIS	METHOD	PRICE \$
Organochlorine Pesticides	EPA 8081A	140
Organochlorine Pesticides by GC/MS SIM	EPA 8270C (M) SIM	295
Organochlorine Pesticides by HRMS (Subcontracted)	EPA 1699	By quote
PCBs (Aroclors)	EPA 8082	100
PCB Congeners (List of 41 Congeners) by GC/MS SIM	EPA 8270C (M) SIM	325
PCB Congeners – Extended List by GC/MS SIM	EPA 8270C (M) SIM	375
Phenols Low-level by GC/MS SIM	EPA 8270C (M) SIM	175
Phthalates Low-level by GC/MS/SIM	EPA 8270C (M) SIM	175
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C (M) SIM	175
Semivolatile Organic Compounds (Phenols, Phthalates, PAHs) by GC/MS SIM	EPA 8270C (M) SIM	275
Polybrominated Diphenyl Ethers (PBDEs) (Subcontracted)	By quote	By quote
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	300
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	275
Organotins – Tributyltin only	Krone et al. (GC/MS)	150
Sea Water Metals: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020	165
Sea Water Metals Scan with Reductive Precipitation Preparation: As, Be, Cd, Cr, Co, Pb, Ni, Se, Ag, Zn	SOP M225/EPA 6020 or 200.8	275
Sea Water Metals: Al, Sb, As, Ba, Cd, Cr, Co, Cu, Fe, Pb, Mn, Mo, Se, Ag, Ti, V, Zn	EPA 1640	275
Mercury	EPA 7470A	30
Mercury – Low Level	EPA 1631	100
Oxygen, Dissolved	SM 4500-O G	20
Suspended Sediment	ASTM 3977-97	25
Total Suspended Solids	SM 2540 C	15
THB Reductive Precipitation Procedure (trace element determination)	SOP M225	90



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### TISSUES

ANALYSIS	METHOD	PRICE \$
Organochlorine Pesticides	EPA 8081A	165
Organochlorine Pesticides by GC/MS SIM	EPA 8270C (M) SIM	300
Organochlorine Pesticides by HRMS (Subcontracted)	EPA 1699	By quote
PCBs (Aroclors)	EPA 8082	100
PCB Congeners (Eurofins list of 41 Congeners) by GC/MS SIM	EPA 8270C (M) SIM	375
PCB Congeners – Full list 209 Congeners by HRMS (Subcontracted)	EPA 1668	925
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C (M) SIM	*210
Semivolatile Organics (PAHs, Phenols & Phthalates)	EPA 8270C (M) SIM	*350
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	375
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	300
Tributyltin	Krone et al. (GC/MS)	200
Metals: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020	175
Mercury	EPA 7471A	30
Lipids	Eurofins SOP	30
Moisture Content/Total Solids	ASTM D 2216/SM 2540 B	30
Sample Homogenization		35

### PREPARATIONS & CLEANUPS

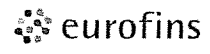
PROCEDURE	METHOD	PRICE \$
Gel Permeation Cleanup (GPC)	EPA 3640A	75
Silica Gel Cleanup	EPA 3630C (M)	20
Solid Phase Extraction (SPE)	EPA 3535A (M)	50
Sulfur Cleanup	EPA 3660B	30
ENVI-Carb/PSA	CEL SOP M234	40
Bivalve Shucking		By quote
Dissection		By quote
Sample Compositing		By quote
Sample Homogenization		By quote
Pore Water Preparation	Centrifugation	By quote

\*PAH price includes GPC & Alumina clean-up

### REFERENCE MATERIAL TESTING

Fees for Certified Reference Material (CRM) or Standard Reference Material (SRM) include the cost of the material plus analytical fee, as listed herein.

*Samples are subject to additional fees for tissue preparation (e.g. shucking, dissections), homogenization, compositing, and/or GPC or other cleanup. Adequate sample volume must be received; please consult with our Project Manager prior to sampling. The standard turn-around time for tissue analysis is 15-25 working days depending upon the methods required.*



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# Additional Information



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## GENERAL INFORMATION

### LABORATORY LOCATIONS



#### Garden Grove - Main Facility (Sample Drop-off Location)

7440 Lincoln Way  
Garden Grove, CA 92841-1427  
Phone: 714-895-5494  
Fax: 714-894-7501

#### Knott Ave. - Sample Container Pick-up Location

11380 Knott Ave.  
Garden Grove, CA 92841-1400  
Phone: 714-895-5494  
Fax: 714-894-7501

#### Garden Grove - Lampson Facility

7445 Lampson Ave.  
Garden Grove, CA 92841-2903  
Phone: 714-895-5494  
Fax: 714-897-2482



#### HOURS OF OPERATION

Normal working hours are 8:30 AM to 5:30 PM, Monday through Friday. Saturday sample receiving hours are 9:00 AM to 5:00 PM. While the laboratory is usually manned from 7:30 AM to 7:30 PM during normal working hours, pick-up or delivery outside of normal working hours, including weekends/holidays should be preceded by advance notice to ensure availability of personnel.

#### PICK-UP LOCATION FOR SAMPLING SUPPLIES

Customer pick-up for coolers and sampling supplies is located at our secondary facility at 11380 Knott Ave, Garden Grove, CA 92841-1400. Please note that samples cannot be accepted at this location, sample drop off is at main laboratory on Lincoln Way.

Directions to Sample Container/Bottle Preparation Facility (11380 Knott Ave) from Main Lab (7440 Lincoln Way):

- Right onto Western,
- Right onto Orangewood
- Right onto Knott
- Take second right into building complex



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**SAMPLE CONTAINERS** Pre-preserved sample containers are furnished upon request, and are included in the cost of the analysis with the exception of supplies for EPA Method 5035 preparation for soils and air sampling devices.

Unused sample containers cannot be returned to Eurofins Calscience for reuse due to possible contamination issues. A minimum disposal fee of \$100 will apply to return of unused sample containers requiring disposal.

**SAMPLE RECEIVING** Sample Receiving is located at the main laboratory facility at 7440 Lincoln Way, Garden Grove, CA 92841-1427.

For our customers in Northern California, samples can be dropped off at our Concord, CA Service Center. For sample drop-off, please call ahead to ensure that there is someone available to receive samples.

**Eurofins Calscience – Northern California Service Center**  
 5063 Commercial Circle, Suite H  
 Concord, CA 94520-8577  
 Phone: 925-689-9022

**COURIER SERVICE** Laboratory personnel are available to pick-up samples for analysis free of charge (based upon availability), assuming a minimum \$250 analytical fee and an approximate 50 mile or less driving distance from the laboratory or our Concord service center. Couriers are not responsible for checking contents of coolers or accuracy of the Chain-of-Custody (CoC), this is the responsibility of the client designee signing the CoC.

**TURNAROUND TIMES** The normal turnaround time is dependent upon the methods requested, ranging from five to ten working days for water, soil and air/vapor samples. Certain analyses or matrices (e.g. marine sediment and tissue) may require a fifteen working day turnaround time. Electronic (pdf) reports are provided via e-mail or available for download via our secured web portal.

Turnaround times commence on the date and time samples are received by the laboratory, or when any CoC discrepancies are resolved. Please note that if a Eurofins Calscience courier receives samples in the field, the turnaround time does not commence until the courier arrives back at the laboratory. The courier may have additional stops before returning to the laboratory, so delays in commencing testing are possible when using a Eurofins Calscience courier. The turnaround time for samples received after normal business hours (i.e. after 1730 hours) will commence the following business morning (i.e. at 0830 hours).

Rush turnaround surcharges for analyses normally requiring five working days are as follows:

Immediate (timing to be arranged):	200%
24 hour (one working day):	100%
48 hour (two working days):	50%
72 hour (data provided by end of third day):	25%
96 hour (data provided by end of fourth day):	10%

***Advance notice is strongly recommended for all rush analyses.***



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<b>MINIMUM CHARGE</b>	A minimum charge of \$300 per Work Order will apply unless otherwise agreed upon.
<b>SAMPLE DISPOSAL</b>	Disposal of solid and aqueous samples will occur 28 days following sample receipt unless other arrangements have been made in advance. Air samples will be retained only until analysis is completed.
<b>SAMPLE COMPOSITING</b>	Samples that require compositing prior to analysis are subject to a \$4 per sample compositing fee. For example, four discrete soil samples requiring compositing to one sample for analysis would be subject to a \$16 compositing fee, plus the cost of analysis. This compositing fee may be increased for difficult samples, e.g. marine sediments or soils tightly compacted into sampling sleeves.
<b>SAMPLE STORAGE &amp; ARCHIVING</b>	Solid and Aqueous samples received but not analyzed are subject to a sample disposal fee of \$5.00 per sample. Samples are normally stored for a period of 28 days after sample receipt. Samples requiring archiving beyond 28 days are subject to a fee of \$2.00 per sample per month at ambient temperature, or \$5 per sample per month under refrigeration/ frozen.
<b>DATA VALIDATION PACKAGES</b>	For projects requiring reporting of analytical and quality control data including raw data a surcharge of 15%, or \$150, whichever is greater, will apply for a full validation package. These surcharges are applicable to packages that are requested at the time of sample delivery. Requests for generation of data packages after results have been reported may result in additional fees. Validation packages are available on CD ROM. The standard TAT for validation packages is 20 working days.
<b>ELECTRONIC DATA DELIVERABLES (EDD)</b>	<p>Presentation of data in spreadsheet format (e.g. Excel or Access) is included in the cost of analysis if requested on or before the time samples are received by the laboratory. Requests for EDDs after the final report is prepared may result in a fee. Complex EDDs may also require a fee.</p> <p>Preparation of State mandated Geotracker EDF deliverables will require a fee of 5% of the analytical fee or \$25 per report, whichever is greater.</p>
<b>ADDITIONAL REPORT COPIES</b>	At Client request, Eurofins Calscience will provide additional copies of reports and/or supporting raw data that has previously been provided at a cost of \$25 plus \$0.05 per page. Additional fees may apply for archived data retrieval.



WECK LABORATORIES, INC.

Analytical Laboratory Service - Since 1964

**Analytical Service Quotation**

**Contact:** Janet Powell  
**Client Name:** Psomas - Pasadena  
**Address:** 225 South Lake Avenue, Suite 1000  
 Pasadena, CA 9110  
**Phone:** (714) 481-8042  
**Fax:**

**Printed:** 8/28/2017  
**Effective:** 08/28/17  
**Expires:** 12/31/20

**Project:** LA County Water Resources RFP AED7740082

Code	Method	Qty	TAT * (workdays)	Unit Price	Extended Price
<b>Water</b>					
Asbestos, water - TEM	EPA 100.2	1	15	\$160.00	\$160.00
Bromate - EPA 300.1	EPA 300.1	1	15	\$65.00	\$65.00
Chloramine - SM 4500CLO2 D	SM 4500CI-G	1	15	\$60.00	\$60.00
Chlorine Dioxide - SM 4500CLO2 D	SM 4500CIO2-D	1	15	\$60.00	\$60.00
Chlorite - EPA 300.1	EPA 300.1	1	15	\$65.00	\$65.00
Dioxin 2378TCDD - EPA 1613B-ATP DW matrix	EPA 1613B	1	15	\$300.00	\$300.00
EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	1	15	\$80.00	\$80.00
EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	1	15	\$110.00	\$110.00
EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	1	15	\$120.00	\$120.00
EPA 524.2 - TTHM	EPA 524.2	1	15	\$80.00	\$80.00
EPA 524.2 - Volatile Organic Compounds	EPA 524.2	1	15	\$120.00	\$120.00
EPA 525.2 - Regulated 3 & 507 compounds	EPA 525.2	1	15	\$160.00	\$160.00
EPA 531.1 - Carbamates	EPA 531.1	1	15	\$110.00	\$110.00
EPA 547 - Glyphosate	EPA 547	1	15	\$110.00	\$110.00
EPA 548.1 - Endothall	EPA 548.1	1	15	\$120.00	\$120.00
EPA 549.2 - Diquat	EPA 549.2	1	15	\$120.00	\$120.00
EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	1	15	\$100.00	\$100.00
General Minerals & Inorganic Chemicals	FAULT SPECIFIC METH	1	15	\$510.00	\$510.00
General Physical (Title 22)	_Varies	1	15	\$40.00	\$40.00
Gross Alpha - EPA 900.0	EPA 900.0	1	15	\$40.00	\$40.00
Gross Beta - EPA 900.0	EPA 900.0	1	15	\$40.00	\$40.00
Heterotrophic Plate Count - SM 9215B	SM 9215B	1	15	\$30.00	\$30.00
Radium-226 by Rn emanation - sub	EPA 903.1	1	15	\$150.00	\$150.00
Radium-228 - sub	EPA Ra-05	1	15	\$200.00	\$200.00
Residual Chlorine, Total	SM 4500CI-G	1	15	\$25.00	\$25.00
Total & E.coli - Enumeration Quantitray	SM 9223B	1	15	\$30.00	\$30.00
Uranium (pCi/L) - EPA 200.8	EPA 200.8	1	15	\$35.00	\$35.00
<b>Additional Items</b>					
Courier - per round-trip mile		1		\$1.10	\$1.10
EDD - Other - \$30 per work order		1		\$30.00	\$30.00
EDD - Standard Excel - no charge		1		\$0.00	\$0.00



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**General Physical (Title 22) consists of:**

Odor - EPA 140.1      Turbidity - EPA 180.1      Color - SM2120B

**General Minerals & Inorganic Chemicals consists of:**

Alkalinity, group - SM 2320B	Calcium - EPA 200.7	Iron - EPA 200.7
Potassium - EPA 200.7	Magnesium - EPA 200.7	Sodium - EPA 200.7
Metals, Title 22 Inorganics - EPA 200.1	Chloride - EPA 300.0	Sulfate - EPA 300.0
Total Dissolved Solids - SM 2540C	Specific Conductance (EC) - SM 251C	Cyanide, total - EPA 335.4
Mercury - EPA 245.1	Langelier index - SM 2330B	MBAS - SM 5540 C
NO <sub>2</sub> +NO <sub>3</sub> -N - EPA 353.2	Nitrate-N - EPA 353.2	Nitrite-N - EPA 353.2
pH - SM 4500 H B	Fluoride - EPA 300.0	

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**Leo Raab****Director of Business Development**

\* Subject to Capacity

Payment terms are NET 30 days from invoice date. New accounts require payment prior to the release of test results until a credit application has been approved. Weck Laboratories accepts credit card payments (VISA/Master Card, American Express). Credit application/credit card approval form and Weck Laboratories' terms & conditions can be found at [www.wecklabs.com](http://www.wecklabs.com) under Resources. Paperless reports (PDF) are included while mailed paper reports are available at additional cost

Method Reporting Limits (MRL) and Method Detection Limits (MDL) are based upon specified sample volume or weight. When matrix interferences are apparent, sample amounts may be reduced during the preparation step and/or may be diluted prior to analysis. This is done to reduce analytical interference and instrumental contamination and will result in elevated MRL/MDL on the test report.





WECK LABORATORIES, INC.

Analytical Laboratory Service - Since 1964

## Analytical Method Information

Analyte	MDL	MRL	Units	Surr. % R	DUP RPD	Matrix Spike		Blank Spike		CASNumber
						% R	RPD	% R	RPD	
Asbestos, water - TEM by EPA 100.2 (Water)										
Asbestos		0.200	MFL	-		-		-		1332-21-4
Bromate - EPA 300.1 by EPA 300.1 (Water)										
Bromate	0.63	5.0	ug/l	-	20	64-133	20	85-115	20	15541-45-4
Dichloroacetate	-	-	Surrogate	90-115		-		-		13425-80-4
Chloramine - SM 4500CLO2 D by SM 4500CI-G (Water)										
Chlorine Residual, Free	0.0015	0.050	mg/l	-	15	79-116	15	85-110	15	7782-50-5
Dichloramine	0.0015	0.050	mg/l	-		-		-		3400-09-7
Monochloramine	0.0015	0.050	mg/l	-		-		-		10599-90-3
Chlorine Dioxide - SM 4500CLO2 D by SM 4500CIO2-D (Water)										
Chlorine Dioxide as ClO2		0.050	mg/l	-	15	82-114	15	85-110	15	10049-04-4
Chlorite - EPA 300.1 by EPA 300.1 (Water)										
Chlorite	0.70	10	ug/l	-	20	78-129	20	85-115	20	14998-27-7
Dichloroacetate	-	-	Surrogate	90-115		-		-		13425-80-4
Dioxin 2378TCDD - EPA 1613B-ATP DW matrix by EPA 1613B (Water)										
2,3,7,8-TCDD (Dioxin)	0.0900	5.00	pg/l	-		38-168	20	50-148	20	1746-01-6
EPA 504.1 - Fumigants (EDB, DBCP) by EPA 504.1 (Water)										
1,2-Dibromo-3-chloropropane	0.0034	0.010	ug/l	-	30	65-135	30	70-130	30	96-12-8
1,2-Dibromoethane (EDB)	0.0054	0.020	ug/l	-	30	65-135	30	70-130	30	106-93-4
EPA 508 - Organochlorine Pesticides & PCBs by EPA 508 (Water)										
4,4'-DDD	0.00090	0.010	ug/l	-	25	62-144	25	55-142	25	72-54-8
4,4'-DDE	0.0018	0.010	ug/l	-	25	53-134	25	49-129	25	72-55-9
4,4'-DDT	0.0013	0.010	ug/l	-	25	48-170	25	54-160	25	50-29-3
Aldrin	0.00090	0.010	ug/l	-	25	49-107	25	29-115	25	309-00-2
alpha-BHC	0.00080	0.010	ug/l	-	25	47-125	25	59-131	25	319-84-6
Aroclor 1016	0.022	0.10	ug/l	-	25	49-152	25	49-152	25	12674-11-2
Aroclor 1221	0.084	0.10	ug/l	-		-		-		11104-28-2
Aroclor 1232	0.064	0.10	ug/l	-		-		-		11141-16-5
Aroclor 1242	0.070	0.10	ug/l	-		-		-		53469-21-9
Aroclor 1248	0.049	0.10	ug/l	-		-		-		12672-29-6
Aroclor 1254	0.068	0.10	ug/l	-		-		-		11097-69-1
Aroclor 1260	0.020	0.10	ug/l	-	25	52-146	25	52-146	25	11096-82-5
beta-BHC	0.0015	0.010	ug/l	-	25	62-123	25	63-136	25	319-85-7
Chlordane (tech)	0.066	0.10	ug/l	-	25	-		-		57-74-9
Chlorothalonil	0.0020	0.050	ug/l	-	25	-		-		1897-45-6
delta-BHC	0.0010	0.010	ug/l	-	25	56-140	25	59-137	25	319-86-8
Dieldrin	0.0020	0.010	ug/l	-	25	65-135	25	59-135	25	60-57-1
Endosulfan I	0.00090	0.010	ug/l	-	25	28-119	25	28-138	25	959-98-8
Endosulfan II	0.00080	0.010	ug/l	-	25	56-127	25	53-133	25	33213-65-9
Endosulfan sulfate	0.0013	0.010	ug/l	-	25	72-171	25	58-155	25	1031-07-8
Endrin	0.0020	0.010	ug/l	-	25	53-123	25	57-148	25	72-20-8
Endrin aldehyde	0.0013	0.010	ug/l	-	25	34-158	25	45-139	25	7421-93-4
gamma-BHC (Lindane)	0.0015	0.010	ug/l	-	25	49-126	25	59-129	25	58-89-9
Heptachlor	0.00090	0.010	ug/l	-	25	56-155	25	42-136	25	76-44-8
Heptachlor epoxide	0.0011	0.010	ug/l	-	25	55-137	25	59-134	25	1024-57-3
Hexachlorobenzene	0.0030	0.050	ug/l	-	25	-		-		118-74-1



Analyte	MDL	MRL	Units	Surr. % R	DUP RPD	Matrix Spike		Blank Spike		CASNumber
						% R	RPD	% R	RPD	
Hexachlorocyclopentadiene	0.014	0.050	ug/l	-	25	-	-	-	-	77-47-4
Methoxychlor	0.0044	0.010	ug/l	-	25	44-192	25	56-167	25	72-43-5
PCBs, Total	0.049	0.50	ug/l	-	-	-	-	-	-	NA
Propachlor	0.010	0.050	ug/l	-	25	-	-	-	-	1918-16-7
Toxaphene	0.066	1.0	ug/l	-	25	-	-	-	-	8001-35-2
Trifluralin	0.0030	0.010	ug/l	-	25	-	-	-	-	1582-09-8
Decachlorobiphenyl	-	-	Surrogate	70-130	-	-	-	-	-	2051-24-3
Tetrachloro-meta-xylene	-	-	Surrogate	70-130	-	-	-	-	-	877-09-8
<b>EPA 515.3 - Chlorinated Acid Herbicides by EPA 515.3 (Water)</b>										
2,4,5-T	0.070	0.20	ug/l	-	30	70-130	30	70-130	30	93-76-5
2,4,5-TP (Silvex)	0.090	0.20	ug/l	-	30	70-130	30	70-130	30	93-72-1
2,4-D	0.070	0.40	ug/l	-	30	70-130	30	70-130	30	94-75-7
2,4-DB	0.070	2.0	ug/l	-	30	70-130	30	70-130	30	94-82-6
3,5-Dichlorobenzoic acid	0.090	1.0	ug/l	-	30	70-130	30	70-130	30	51-36-5
Acifluorfen	0.060	0.40	ug/l	-	30	70-130	30	70-130	30	50594-66-6
Bentazon	0.11	2.0	ug/l	-	30	70-130	30	70-130	30	25057-89-0
Dalapon	0.10	0.40	ug/l	-	30	70-130	30	70-130	30	75-99-0
DCPA	0.070	0.10	ug/l	-	30	70-130	30	70-130	30	1861-32-1
Dicamba	0.12	0.60	ug/l	-	30	70-130	30	70-130	30	1918-00-9
Dichloroprop	0.080	0.30	ug/l	-	30	70-130	30	70-130	30	120-36-5
Dinoseb	0.14	0.40	ug/l	-	30	70-130	30	70-130	30	88-85-7
Pentachlorophenol	0.040	0.20	ug/l	-	30	70-130	30	70-130	30	87-86-5
Picloram	0.050	0.60	ug/l	-	30	70-130	30	70-130	30	1918-02-1
2,4-DCAA	-	-	Surrogate	70-130	-	-	-	-	-	19719-28-9
<b>EPA 524.2 - TTHM by EPA 524.2 (Water)</b>										
Bromodichloromethane	0.090	0.50	ug/l	-	30	-	-	70-130	30	75-27-4
Bromoform	0.19	0.50	ug/l	-	30	-	-	70-130	30	75-25-2
Chloroform	0.12	0.50	ug/l	-	30	-	-	70-130	30	67-66-3
Dibromochloromethane	0.20	0.50	ug/l	-	30	-	-	70-130	30	124-48-1
THMs, Total	-	0.50	ug/l	-	-	-	-	70-130	-	NA
1,2-Dichlorobenzene-d4	-	-	Surrogate	70-130	-	-	-	-	-	2199-69-1
4-Bromofluorobenzene	-	-	Surrogate	70-130	-	-	-	-	-	460-00-4
<b>EPA 524.2 - Volatile Organic Compounds by EPA 524.2 (Water)</b>										
1,1,1,2-Tetrachloroethane	0.10	0.50	ug/l	-	30	-	-	70-130	30	630-20-6
1,1,1-Trichloroethane	0.11	0.50	ug/l	-	30	-	-	70-130	30	71-55-6
1,1,2,2-Tetrachloroethane	0.20	0.50	ug/l	-	30	-	-	70-130	30	79-34-5
1,1,2-Trichloroethane	0.19	0.50	ug/l	-	30	-	-	70-130	30	79-00-5
1,1-Dichloroethane	0.12	0.50	ug/l	-	30	-	-	70-130	30	75-34-3
1,1-Dichloroethene	0.16	0.50	ug/l	-	30	70-130	30	70-130	30	75-35-4
1,1-Dichloropropene	0.14	0.50	ug/l	-	30	-	-	70-130	30	563-58-6
1,2,3-Trichlorobenzene	0.19	0.50	ug/l	-	30	-	-	70-130	30	87-61-6
1,2,4-Trichlorobenzene	0.17	0.50	ug/l	-	30	-	-	70-130	30	120-82-1
1,2,4-Trimethylbenzene	0.20	0.50	ug/l	-	30	-	-	70-130	30	95-63-6
1,2-Dichloroethane	0.12	0.50	ug/l	-	30	-	-	70-130	30	107-06-2
1,2-Dichloropropane	0.13	0.50	ug/l	-	30	-	-	70-130	30	78-87-5
1,3,5-Trimethylbenzene	0.17	0.50	ug/l	-	30	-	-	70-130	30	108-67-8
1,3-Dichloropropane	0.11	0.50	ug/l	-	30	-	-	70-130	30	142-28-9
1,3-Dichloropropene, Total	0.15	0.50	ug/l	-	-	-	-	-	-	542-75-6
2,2-Dichloropropane	0.17	0.50	ug/l	-	30	-	-	70-130	30	594-20-7



WECK LABORATORIES, INC.

Analytical Laboratory Service - Since 1964

Analyte	MDL	MRL	Units	Surr. % R	DUP RPD	Matrix Spike		Blank Spike		CASNumber
						% R	RPD	% R	RPD	
2-Butanone	0.72	5.0	ug/l	-	30	-		70-130	30	78-93-3
2-Chloroethyl vinyl ether	0.61	1.0	ug/l	-	30	-		70-130	30	110-75-8
2-Chlorotoluene	0.15	0.50	ug/l	-	30	-		70-130	30	95-49-8
2-Hexanone	1.2	5.0	ug/l	-	30	-		70-130	30	591-78-6
4-Chlorotoluene	0.15	0.50	ug/l	-	30	-		70-130	30	106-43-4
4-Methyl-2-pentanone	0.56	5.0	ug/l	-	30	-		70-130	30	108-10-1
Benzene	0.15	0.50	ug/l	-	30	70-130	30	70-130	30	71-43-2
Bromobenzene	0.15	0.50	ug/l	-	30	-		70-130	30	108-86-1
Bromochloromethane	0.15	0.50	ug/l	-	30	-		70-130	30	74-97-5
Bromodichloromethane	0.090	0.50	ug/l	-	30	-		70-130	30	75-27-4
Bromoform	0.19	0.50	ug/l	-	30	-		70-130	30	75-25-2
Bromomethane	0.49	0.50	ug/l	-	30	-		70-130	30	74-83-9
Carbon tetrachloride	0.12	0.50	ug/l	-	30	-		70-130	30	56-23-5
Chlorobenzene	0.15	0.50	ug/l	-	30	70-130	30	70-130	30	108-90-7
Chloroethane	0.17	0.50	ug/l	-	30	-		70-130	30	75-00-3
Chloroform	0.12	0.50	ug/l	-	30	-		70-130	30	67-66-3
Chloromethane	0.11	0.50	ug/l	-	30	-		70-130	30	74-87-3
cis-1,2-Dichloroethene	0.11	0.50	ug/l	-	30	-		70-130	30	156-59-2
cis-1,3-Dichloropropene	0.11	0.50	ug/l	-	30	-		70-130	30	10061-01-5
Dibromochloromethane	0.20	0.50	ug/l	-	30	-		70-130	30	124-48-1
Dibromomethane	0.20	0.50	ug/l	-	30	-		70-130	30	74-95-3
Dichlorodifluoromethane (Freon 12)	0.12	0.50	ug/l	-	30	-		70-130	30	75-71-8
Di-isopropyl ether	0.80	2.0	ug/l	-	30	-		70-130	30	108-20-3
Ethyl tert-butyl ether	0.40	2.0	ug/l	-	30	-		70-130	30	637-92-3
Ethylbenzene	0.21	0.50	ug/l	-	30	-		70-130	30	100-41-4
Freon 113	0.27	5.0	ug/l	-	30	-		70-130	30	76-13-1
Hexachlorobutadiene	0.40	0.50	ug/l	-	30	-		70-130	30	87-68-3
Isopropylbenzene	0.18	0.50	ug/l	-	30	-		70-130	30	98-82-8
m,p-Xylene	0.33	0.50	ug/l	-	30	-		70-130	30	1330-20-7
m-Dichlorobenzene	0.14	0.50	ug/l	-	30	-		70-130	30	541-73-1
Methyl tert-butyl ether (MTBE)	0.19	2.0	ug/l	-	30	-		70-130	30	1634-04-4
Methylene chloride	0.14	0.50	ug/l	-	30	-		70-130	30	75-09-2
Naphthalene	0.42	0.50	ug/l	-	30	-		70-130	30	91-20-3
n-Butylbenzene	0.29	0.50	ug/l	-	30	-		70-130	30	104-51-8
n-Propylbenzene	0.18	0.50	ug/l	-	30	-		70-130	30	103-65-1
o-Dichlorobenzene	0.19	0.50	ug/l	-	30	-		70-130	30	95-50-1
o-Xylene	0.20	0.50	ug/l	-	30	-		70-130	30	95-47-6
p-Dichlorobenzene	0.18	0.50	ug/l	-	30	-		70-130	30	106-46-7
p-Isopropyltoluene	0.25	0.50	ug/l	-	30	-		70-130	30	99-87-6
sec-Butylbenzene	0.24	0.50	ug/l	-	30	-		70-130	30	135-98-8
Styrene	0.19	0.50	ug/l	-	30	-		70-130	30	100-42-5
Tert-amyl methyl ether	0.59	2.0	ug/l	-	30	-		70-130	30	994-05-8
tert-Butylbenzene	0.18	0.50	ug/l	-	30	-		70-130	30	98-06-6
Tetrachloroethene	0.18	0.50	ug/l	-	30	-		70-130	30	127-18-4
THMs, Total	0.60	2.0	ug/l	-		-		-		NA
Toluene	0.14	0.50	ug/l	-	30	70-130	30	70-130	30	108-88-3
trans-1,2-Dichloroethene	0.11	0.50	ug/l	-	30	-		70-130	30	156-60-5
trans-1,3-Dichloropropene	0.15	0.50	ug/l	-	30	-		70-130	30	10061-02-6
Trichloroethene	0.18	0.50	ug/l	-	30	70-130	30	70-130	30	79-01-6
Trichlorofluoromethane	0.18	0.50	ug/l	-	30	-		70-130	30	75-69-4



Analyte	MDL	MRL	Units	Surr. % R	DUP RPD	Matrix Spike		Blank Spike		CASNumber
						% R	RPD	% R	RPD	
Vinyl chloride	0.18	0.50	ug/l	-	30	-		70-130	30	75-01-4
Xylenes, Total	0.33	1.0	ug/l	-		-		-		NA
1,2-Dichlorobenzene-d4	-	-	Surrogate	70-130		-		70-130	30	2199-69-1
4-Bromofluorobenzene	-	-	Surrogate	70-130		-		-		460-00-4
<b>EPA 525.2 - Regulated 3 &amp; 507 compounds by EPA 525.2 (Water)</b>										
Alachlor	0.022	0.10	ug/l	-	30	70-130	30	70-130	30	15972-60-8
Atrazine	0.034	0.10	ug/l	-	30	70-130	30	70-130	30	1912-24-9
Benzo (a) pyrene	0.070	0.10	ug/l	-	30	60-130	30	60-130	30	50-32-8
Bis(2-ethylhexyl)adipate	0.10	5.0	ug/l	-	30	70-130	30	70-130	30	103-23-1
Bis(2-ethylhexyl)phthalate	1.1	3.0	ug/l	-	30	70-130	30	70-130	30	117-81-7
Bromacil	0.038	0.50	ug/l	-	30	70-130	30	70-130	30	314-40-9
Butachlor	0.017	0.10	ug/l	-	30	70-130	30	70-130	30	23184-66-9
Captan	0.86	1.0	ug/l	-	30	70-130	30	70-130	30	133-06-2
Chlorpropham	0.010	0.10	ug/l	-	30	70-130	30	70-130	30	101-21-3
Cyanazine	0.024	0.10	ug/l	-	30	70-130	30	70-130	30	21725-46-2
Diazinon	0.096	0.10	ug/l	-	30	50-120	30	50-120	30	333-41-5
Dimethoate	0.024	0.20	ug/l	-	30	50-120	30	50-120	30	60-51-5
Diphenamid	0.024	0.10	ug/l	-	30	70-130	30	70-130	30	957-51-7
Disulfoton	0.031	0.10	ug/l	-	30	50-120	30	50-120	30	298-04-4
EPTC	0.017	0.10	ug/l	-	30	70-130	30	70-130	30	759-94-4
Metolachlor	0.012	0.10	ug/l	-	30	60-130	30	60-130	30	51218-45-2
Metribuzin	0.015	0.10	ug/l	-	30	50-120	30	50-120	30	21087-64-9
Molinate	0.039	0.10	ug/l	-	30	70-130	30	70-130	30	2212-67-1
Prometon	0.024	0.10	ug/l	-	30	15-120	30	15-120	30	1610-18-0
Prometryn	0.036	0.10	ug/l	-	30	30-120	30	30-120	30	7287-19-6
Simazine	0.015	0.10	ug/l	-	30	60-130	30	60-130	30	122-34-9
Terbacil	0.55	2.0	ug/l	-	30	70-130	30	70-130	30	5902-51-2
Thiobencarb	0.025	0.10	ug/l	-	30	70-130	30	70-130	30	28249-77-6
Trithion	0.012	0.10	ug/l	-	30	70-130	30	70-130	30	786-19-6
1,3-Dimethyl-2-nitrobenzene	-	-	Surrogate	70-130		-		-		81-20-9
Perylene-d12	-	-	Surrogate	50-120		-		-		1520-96-3
Triphenyl phosphate	-	-	Surrogate	70-130		-		-		115-86-6
<b>EPA 531.1 - Carbamates by EPA 531.1 (Water)</b>										
3-Hydroxycarbofuran	0.48	2.0	ug/l	-	30	65-135	30	80-120	30	16655-82-6
Aldicarb	0.38	2.0	ug/l	-	30	65-135	30	80-120	30	116-06-3
Aldicarb sulfone	0.45	2.0	ug/l	-	30	65-135	30	80-120	30	1646-88-4
Aldicarb sulfoxide	0.41	2.0	ug/l	-	30	65-135	30	80-120	30	1646-87-3
Carbaryl	0.48	2.0	ug/l	-	30	65-135	30	80-120	30	63-25-2
Carbofuran	0.59	2.0	ug/l	-	30	65-135	30	80-120	30	1563-66-2
Methiocarb	0.57	2.0	ug/l	-	30	65-135	30	80-120	30	2032-65-7
Methomyl	0.30	2.0	ug/l	-	30	65-135	30	80-120	30	16752-77-5
Oxamyl	0.48	2.0	ug/l	-	30	65-135	30	80-120	30	23135-22-0
Propoxur (Baygon)	0.60	2.0	ug/l	-	30	65-135	30	80-120	30	114-26-1
<b>EPA 547 - Glyphosate by EPA 547 (Water)</b>										
Glyphosate	1.8	5.0	ug/l	-	30	41-149	30	70-130	30	1071-83-6
<b>EPA 548.1 - Endothall by EPA 548.1 (Water)</b>										
Endothall	3.5	45	ug/l	-	30	0.1-109	30	31-117	30	145-73-3
<b>EPA 549.2 - Diquat by EPA 549.2 (Water)</b>										
Diquat	0.90	4.0	ug/l	-	30	46-122	30	70-130	30	85-00-7



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Analyte	MDL	MRL	Units	Surr. % R	DUP RPD	Matrix Spike		Blank Spike		CASNumber
						% R	RPD	% R	RPD	
EPA 552.2 - Haloacetic Acids (HAA5) by EPA 552.2 (Water)										
Dibromoacetic acid (dbaa)	0.13	1.0	ug/l	-	30	70-130	30	70-130	30	631-64-1
Dichloroacetic acid (dcaa)	0.41	1.0	ug/l	-	30	70-130	30	70-130	30	79-43-6
HAA5, Total		1.0	ug/l	-		-		-		NA
Monobromoacetic acid (mbaa)	0.21	1.0	ug/l	-	30	70-130	30	70-130	30	79-08-3
Monochloroacetic acid (mcaa)	0.32	2.0	ug/l	-	30	70-130	30	70-130	30	79-11-8
Trichloroacetic acid (tcaa)	0.22	1.0	ug/l	-	30	70-130	30	70-130	30	76-03-9
2,3-Dibromopropionic acid	-	-	Surrogate	70-130		-		-		600-05-5
General Minerals & Inorganic Chemicals by SM 2320B (Water)										
Alkalinity as CaCO3	0.56	2.0	mg/l	-	15	-		94-108	15	NA
Aluminum, Total	1.3	5.0	ug/l	-	30	70-130	30	85-115	30	7429-90-5
Antimony, Total	0.045	0.50	ug/l	-	30	70-130	30	85-115	30	7440-36-0
Arsenic, Total	0.074	0.40	ug/l	-	30	70-130	30	85-115	30	7440-38-2
Barium, Total	0.071	0.50	ug/l	-	30	70-130	30	85-115	30	7440-39-3
Beryllium, Total	0.033	0.10	ug/l	-	30	70-130	30	85-115	30	7440-41-7
Bicarbonate Alkalinity as HCO3	0.56	2.0	mg/l	-	15	-		95-108	15	NA
Cadmium, Total	0.041	0.10	ug/l	-	30	70-130	30	85-115	30	7440-43-9
Calcium, Total	0.0160	0.100	mg/l	-	30	70-130	30	85-115	30	7440-70-2
Carbonate Alkalinity as CaCO3	0.56	2.0	mg/l	-	15	-		-		NA
Chloride, Total	0.10	0.50	mg/l	-	20	76-118	20	90-110	20	16887-00-6
Chromium, Total	0.035	0.20	ug/l	-	30	70-130	30	85-115	30	7440-47-3
Copper, Total	0.13	0.50	ug/l	-	30	70-130	30	85-115	30	7440-50-8
Cyanide, Total	2.7	5.0	ug/l	-	20	90-110	20	90-110	20	57-12-5
Fluoride, Total	0.020	0.10	mg/l	-	20	86-107	20	90-110	20	16984-48-8
Hydroxide Alkalinity as CaCO3	0.56	2.0	mg/l	-	15	-		-		NA
Iron, Total	1.1	10	ug/l	-	30	70-130	30	85-115	30	7439-89-6
Langelier Index @ 20 C	-20.0	-10.0	N/A	-		-		-		NA
Langelier Index @ 60 C	-20.0	-10.0	N/A	-		-		-		NA
Langelier Index @ Source Temp	-20.0	-10.0	N/A	-		-		-		NA
Lead, Total	0.031	0.20	ug/l	-	30	70-130	30	85-115	30	7439-92-1
Magnesium, Total	0.0120	0.100	mg/l	-	30	70-130	30	85-115	30	7439-95-4
Manganese, Total	0.062	0.20	ug/l	-	30	70-130	30	85-115	30	7439-96-5
MBAS	0.019	0.050	mg/l	-	20	74-123	20	82-115	20	NA
Mercury, Total	0.017	0.050	ug/l	-	20	70-130	20	85-115	20	7439-97-6
Nickel, Total	0.045	0.80	ug/l	-	30	70-130	30	85-115	30	7440-02-0
Nitrate as N	0.083	0.20	mg/l	-	20	90-110	20	90-110	20	14797-55-8
Nitrite as N	10	100	ug/l	-	20	90-110	20	90-110	20	14797-65-0
NO2+NO3 as N	83	200	ug/l	-	20	90-110	20	90-110	20	NA
pH	0.100	0.100	Units	-	3.1	-		98.8-101		PH
Potassium, Total	0.081	0.10	mg/l	-	30	70-130	30	85-115	30	7440-09-7
Selenium, Total	0.14	0.40	ug/l	-	30	70-130	30	85-115	30	7782-49-2
Silver, Total	0.062	0.20	ug/l	-	30	70-130	30	85-115	30	7440-22-4
Sodium, Total	0.015	0.50	mg/l	-	30	70-130	30	85-115	30	7440-23-5
Specific Conductance (EC)	0.23	2.0	umhos/cm	-	5	-		95-105	5	NA
Sulfate as SO4	0.10	0.50	mg/l	-	20	78-111	20	90-110	20	14808-79-8
Thallium, Total	0.014	0.20	ug/l	-	30	70-130	30	85-115	30	7440-28-0
Total Dissolved Solids	4.0	10	mg/l	-	10	-		96-102	10	NA
Zinc, Total	0.94	5.0	ug/l	-	30	70-130	30	85-115	30	7440-66-6
General Physical (Title 22) by SM 2120B (Water)										



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Analyte	MDL	MRL	Units	Surr. % R	DUP RPD	Matrix Spike		Blank Spike		CASNumber
						% R	RPD	% R	RPD	
Color		3.0	Color Units	-	10	-		95-105	10	CLR
Threshold Odor Number		1.0	T.O.N.	-	20	-		-		NA
Turbidity	0.024	0.10	NTU	-	10	-		90-110	10	NA
<b>Gross Alpha - EPA 900.0 by EPA 900.0 (Water)</b>										
Gross Alpha			pCi/L	-	30	70-130	30	64-139	30	NA
<b>Gross Beta - EPA 900.0 by EPA 900.0 (Water)</b>										
Gross Beta			pCi/L	-	30	70-130	30	77-138	30	NA
<b>Heterotrophic Plate Count - SM 9215B by SM 9215B (Water)</b>										
Heterotrophic Plate Count		1.0	CFU/ml	-		-		-		NA
<b>Radium-226 by Rn emanation - sub by EPA 903.1 (Water)</b>										
Radium 226			pCi/L	-		-		-		13982-63-3
<b>Radium-228 - sub by EPA Ra-05 (Water)</b>										
Radium 228			pCi/L	-		-		-		15262-20-1
<b>Residual Chlorine, Total by SM 4500Cl-G (Water)</b>										
Chlorine Residual, Total	0.0015	0.050	mg/l	-	15	78-114	15	85-110	15	7782-50-5
<b>Total &amp; E.coli - Enumeration Quantitray by SM 9223B (Water)</b>										
E. coli		1.0	MPN/100ml	-		-		-		NA
Total Coliform		1.0	MPN/100ml	-		-		-		NA
<b>Uranium (pCi/L) - EPA 200.8 by EPA 200.8 (Water)</b>										
Uranium Rad	0.019	0.13	pCi/L	-	30	70-130	30	85-115	30	7440-61-1



WECK LABORATORIES, INC.

Analytical Laboratory Service - Since 1964

## Sampling Guide

Analysis	Specific Method	Container	Preservation	Hold (days)	Amount Needed
<b>*** DEFAULT GENERAL METHOD *** in Water</b>					
General Physical (Title 22)	_Varies	NA	[Group Analysis]	10	NA
<b>[Group Analysis] in Water</b>					
General Minerals & Inorganic Chemicals	ULT SPECIFIC MET		[Group Analysis]	10	
<b>Anions by IC, EPA Method 300.0 in Water</b>					
Sulfate - EPA 300.0	EPA 300.0	60-mL Poly-300.0/314	<6°C	28	60 ml
Fluoride - EPA 300.0	EPA 300.0	60-mL Poly-300.0/314	<6°C	28	60 ml
Chloride - EPA 300.0	EPA 300.0	60-mL Poly-300.0/314	<6°C	28	60 mL
<b>Anions by IC, EPA Method 300.1 in Water</b>					
Bromate - EPA 300.1	EPA 300.1	60-mL Poly-300.1, EDA(0.03mL)	<6°C, EDA	28	60 mL
Chlorite - EPA 300.1	EPA 300.1	60-mL Poly-300.1, EDA(0.03mL)	<6°C, EDA	14	60 mL
<b>Carbamates and Urea Pesticides in Water</b>					
EPA 531.1 - Carbamates	EPA 531.1	40-mL VOA Amb-531, thiosulf(5mg), buf(1.2mL)	<6°C, Na2S2O3 (If Cl2), MCAA buffer, pH<3	28	40 ml
<b>Chlorinated Acids Herbicides by GC/ECD in Water</b>					
EPA 515.3 - Chlorinated Acid Herbicides	EPA 515.3	250-mL Amber Glass-515.3, thiosulfate(20mg)	<6°C, Na2S2O3 (If Cl2)	14	250 mL
<b>Chlorinated Pesticides and/or PCBs by GC/ECD in Water</b>					
EPA 508 - Organochlorine Pesticides & PCBs	EPA 508	1-L Amber Glass-508, thiosulfate(80mg)	<6°C, Na2S2O3 (If Cl2)	7	2000 ml
<b>Conventional Chemistry/Physical Parameters by APHA/EPA/ASTM Methods in Water</b>					
Cyanide, total - EPA 335.4	EPA 335.4	500-mL Poly-CN/Am CN, NaOH	<6°C, NaOH	14	500 mL
Chlorine Dioxide - SM 4500CLO2 D	SM 4500CLO2-D	250-mL Poly	<6°C	0.01	250 ml
Chloramine - SM 4500CLO2 D	SM 4500CI-G	250-mL Poly	<6°C	0.01	250 mL
Residual Chlorine, Total	SM 4500CI-G	250-mL Poly	<6°C	0.01	250 mL
Turbidity - EPA 180.1	EPA 180.1	500-mL Clear Glass-GP	<6°C	2	500 mL
Odor - EPA 140.1	EPA 140.1	500-mL Clear Glass-GP	<6°C	1	500 mL
Color - SM2120B	SM 2120B	500-mL Clear Glass-GP	<6°C	2	500 ml
Specific Conductance (EC) - SM 2510B	SM 2510B	250-mL Poly	<6°C	28	250 ml
Nitrate-N - EPA 353.2	EPA 353.2	250-mL Poly-Nitrates 353.2	<6°C	2	250 ml
Nitrite-N - EPA 353.2	EPA 353.2	250-mL Poly-Nitrates 353.2	<6°C	2	250 ml
pH - SM 4500 H B	SM 4500H+-B	250-mL Poly	<6°C	0.01	250 ml
Total Dissolved Solids - SM 2540C	SM 2540C	500-mL Poly-TDS	<6°C	7	500 mL
Langelier index - SM 2330B	SM 2330B	1-L Poly	Unpreserved	180	1000 mL
MBAS - SM 5540 C	SM 5540C	500-mL Poly	<6°C	2	500 mL
NO2+NO3-N - EPA 353.2	EPA 353.2	250-mL Poly-Nutrients, H2SO4	<6°C, H2SO4	28	250 ml
Alkalinity, group - SM 2320B	SM 2320B	250-mL Poly	<6°C	14	250 mL

### Diquat and Paraquat by EPA 549.2 in Water



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Analysis	Specific Method	Container	Preservation	Hold (days)	Amount Needed
EPA 549.2 - Diquat	EPA 549.2	1-L Amber Poly-549, thiosulfate(100mg), H <sub>2</sub> SO <sub>4</sub> (2mL)	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> ), H <sub>2</sub> SO <sub>4</sub> (Bio), pH=2	7	1000 mL
<b>Endothall By EPA 548.1 in Water</b>					
EPA 548.1 - Endothall	EPA 548.1	250-mL Amber Glass-548, thiosulfate(20mg)	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	7	250 ml
<b>Fumigants by EPA Method 504.1 in Water</b>					
EPA 504.1 - Fumigants (EDB, DBCP)	EPA 504.1	40-mL VOA-504, thiosulfate(3mg)	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	13	80 ml
<b>Glyphosate by EPA 547 in Water</b>					
EPA 547 - Glyphosate	EPA 547	40-mL VOA Amb-547, thiosulfate(5mg)	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	14	40 mL
<b>Haloacetic Acids (HAAs) by GC/ECD in Water</b>					
EPA 552.2 - Haloacetic Acids (HAA5)	EPA 552.2	250-mL Amber Glass-552.2, NH <sub>4</sub> Cl(25mg)	<6°C, NH <sub>4</sub> Cl	14	250 mL
<b>Metals by EPA 200 Series Methods in Water</b>					
Sodium - EPA 200.7	EPA 200.7	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	250 mL
Mercury - EPA 245.1	EPA 245.1	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	28	250 mL
Calcium - EPA 200.7	EPA 200.7	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	250 mL
Metals, Title 22 Inorganics - EPA 200.8	EPA 200.8	500-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	500ml
Magnesium - EPA 200.7	EPA 200.7	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	250 mL
Potassium - EPA 200.7	EPA 200.7	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	250 mL
Iron - EPA 200.7	EPA 200.7	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	250 mL
<b>Microbiological Parameters by Standard Methods in Water</b>					
Total & E.coli - Enumeration Quantitray	SM 9223B	125-mL Poly Sterile Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	<10°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	1	100 ml
Heterotrophic Plate Count - SM 9215B	SM 9215B	125-mL Poly Sterile Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	0.333	100 ml
<b>Radiological Parameters by APHA/EPA Methods in Water</b>					
Uranium (pCi/L) - EPA 200.8	EPA 200.8	250-mL Poly-Metals, HNO <sub>3</sub>	HNO <sub>3</sub>	180	250 mL
Gross Alpha - EPA 900.0	EPA 900.0	1-L Poly-Gross Alpha & Beta	Unpreserved	180	1000 mL
Gross Beta - EPA 900.0	EPA 900.0	1-L Poly-Gross Alpha & Beta	Unpreserved	180	1000 mL
<b>Semivolatile Organic Compounds by GC/MS in Water</b>					
EPA 525.2 - Regulated 3 & 507 compounds	EPA 525.2	1-L Amber Glass-525.2, sulfite(45mg), HCl(2mL)	<6°C, Sulfite (If Cl <sub>2</sub> ), HCl, pH<2	14	2000 mL
<b>Semivolatile Organics - Low Level by Tandem GC/MS/MS in Water</b>					
Dioxin 2378TCDD - EPA 1613B-ATP	EPA 1613B	1-L Amber Glass-Dioxin	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	365	2000 ml
<b>Subcontracted Analyses in Water</b>					
Asbestos, water - TEM	EPA 100.2	1-L Poly-Asbestos	Unpreserved	2	1000 mL
Radium-228 - sub	EPA Ra-05	2-L Poly - Rad 228 - HNO <sub>3</sub>	HNO <sub>3</sub>	180	2000 ml
Radium-226 by Rn emanation - sub	EPA 903.1	1-L Poly-Rad 226, HNO <sub>3</sub>	HNO <sub>3</sub>	180	1000 ml
<b>Volatile Organic Compounds by P&amp;T and GC/MS in Water</b>					
EPA 524.2 - Volatile Organic Compounds	EPA 524.2	40-mL VOA-524, HCl(0.5ml)	<6°C, Ascorbic (If Cl <sub>2</sub> ), HCl, pH<2	14	120 mL
EPA 524.2 - TTHM	EPA 524.2	40-mL VOA-524 THM, thiosulfate(25mg)	<6°C, Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> (If Cl <sub>2</sub> )	14	120 mL



ATTACHMENT 3



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Analysis

Specific Method Container

Preservation

Hold  
(days) Amount  
Needed